

STATE OF NEBRASKA SERVICE CONTRACT AWARD

PAGE 1 of 2	ORDER DATE 06/03/15
BUSINESS UNIT 25980143	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 501254	
VENDOR ADDRESS: SNITILY CARR, INC 300 S 68TH STREET PL LINCOLN NE 68510-2449	

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
58233 04

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

JULY 01, 2015 THROUGH JUNE 30, 2016

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 4430 Z1

Contract to supply and deliver media services for the Tobacco Free Nebraska (TFN) program to the State of Nebraska as per the attached specifications for the contract period July 1, 2015 through June 30, 2016. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <<http://www.das.state.ne.us/accounting/forms/achenrol.pdf>>

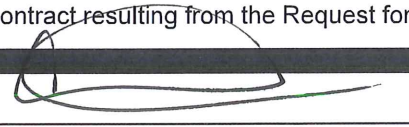
The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

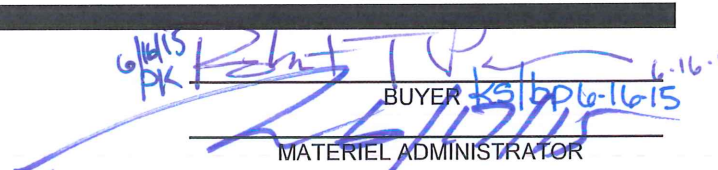
The contractor, by signature to the Request For Proposal, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: <http://das.nebraska.gov/lb403/attestation_form.pdf>
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract resulting from the Request for Proposal shall incorporate the following documents:


Courtney N. Phillips, MPA
Chief Executive Officer
Department of Health and Human Services


BUYER
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
58233 O4

PAGE 2 of 2	ORDER DATE 06/03/15
BUSINESS UNIT 25980143	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 501254	

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Request for Proposal form and the Contractor's proposal;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request For Proposal form and the Contractor's proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once Requests for Proposal are opened they become the property of the State of Nebraska and will not be returned.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response.

Vendor Contact: Mike Losee, Director of Healthcare Marketing
Phone: 402-489-2121
Cellular: 402-617-6669
Fax: 402-489-2727
E-Mail: mike@snitilycarr.com

THIS IS THE FIRST RENEWAL OF THE CONTRACT AS AMENDED. (06/03/15 djo)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	MEDIA SERVICES	343,000.0000	\$	1.0000	343,000.00
Total Order					343,000.00


BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

PAGE 1 of 2	ORDER DATE 10/08/13
BUSINESS UNIT 25980143	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 501254	
VENDOR ADDRESS: SNITILY CARR, INC 300 S 68TH STREET PL LINCOLN NEBRASKA 68510-2449	

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
58233 04

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

OCTOBER 08, 2013 THROUGH JUNE 30, 2015

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 4430 Z1

Contract to supply and deliver media services for the Tobacco Free Nebraska (TFN) program to the State of Nebraska as per the attached specifications for a twenty-one (21) month period from date of award. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>


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The contractor, by signature to the Request For Proposal, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

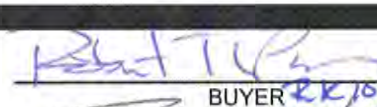
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3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract resulting from the Invitation to Bid shall incorporate the following documents:



CHIEF EXECUTIVE OFFICER
DEPARTMENT OF HEALTH AND HUMAN SERVICES



BUYER


MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

PAGE 2 of 2	ORDER DATE 10/08/13
BUSINESS UNIT 25980143	BUYER ROBERT THOMPSON (AS)

VENDOR NUMBER: 501254

CONTRACT NUMBER
58233 04

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Request For Proposal form and the Contractor's proposal;
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Vendor Contact: Mike Losee, Director of Healthcare Marketing
Phone: 402-489-2121
Cellular: 402-617-6669
Fax: 402-489-2727
E-Mail: mike@snitilycarr.com

(10/08/2013 sc)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	MEDIA SERVICES	600,000.0000	\$	1.0000	600,000.00
Total Order					600,000.00


BUYER INITIALS

ADDENDUM TWO

DATE: July 29, 2013
 TO: All Vendors
 FROM: Robert Thompson, Buyer
 State Purchasing Bureau
 RE: RFP Number 4430Z1

REVISED SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

4.	Proposal opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	July 30, 2013 2:00 PM Central Time August 13, 2013 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	July 30, 2013 August 13, 2013
6.	Evaluation period	August 1 – 16, 2013 August 14 – 27, 2013
7.	“Oral Interviews/Presentations and/or Demonstrations” (if required)	August 26-27, 2013 September 5 – 6, 2013
8.	Post “Letter of Intent to Contract” to Internet at: http://das.nebraska.gov/materiel/purchasing/rfp.htm	September 6, 2013 September 12, 2013
9.	Performance bond submission (if required)	September 18, 2013 September 24, 2013
10.	Contract award	October 1, 2013
11.	Contractor start date	October 1, 2013

This addendum will become part of the proposal and should be acknowledged with the RFP.

ADDENDUM ONE

Date: July 10, 2013

To: All Bidders

From: Robert Thompson, Buyer
 Nebraska State Purchasing Bureau

RE: Addendum for 4430 Z1

Original Opening Date and Time: July 30, 2013 at 2:00 p.m.

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal.

QUESTIONS	ANSWERS
<p>IV Project Description and Scope of Work</p> <p>D Scope of Work</p> <p><i>7. For the foreseeable future, existing secondhand smoke, cessation, and chewing tobacco campaign materials will likely continue to be utilized. However, campaign refinement, development and/or production may take place as appropriate throughout the duration of the contract and any optional renewal period.</i></p> <p>1. Is there a location to view or can we have access to these materials prior to the RFP submittal date?</p>	<p>A sampling of current Tobacco Free Nebraska ads can be viewed at: http://dhhs.ne.gov/publichealth/Documents/SampleTFNads.pdf.</p>

Steve Sulek • Administrator

Materiel Division • 301 Centennial Mall South • P.O. Box 94847 • Lincoln, Nebraska 68509-4847 • Phone: 402-471-2401 • Fax: 402-471-2089
 Transportation Services Bureau • 1400 M St • P.O. Box 95025 • Lincoln, Nebraska 68508-5025 • Phone: 402-471-2897 • Fax: 402-471-2999

QUESTIONS	ANSWERS
<p>IV Project Description and Scope of Work</p> <p>D Scope of Work</p> <p>7. For the foreseeable future, existing secondhand smoke, cessation, and chewing tobacco campaign materials will likely continue to be utilized. However, campaign refinement, development and/or production may take place as appropriate throughout the duration of the contract and any optional renewal period.</p> <p>2. If the materials are not available for viewing, can a description of the messaging be provided?</p>	<p>See answer to #1.</p>
<p>3. The RFP references targeted communities and underserved populations. Please provide more detail regarding the targeted communities and/or underserved populations.</p>	<p>Information about tobacco disparate (underserved) populations can be found at: http://www.tobaccopreventionnetworks.org/.</p>
<p>4. The RFP talks about quarterly billing and reduced commission fees. Is the State willing to do direct billing with the media? Is the State willing to work with an organization that does not work on commission and pays for services directly?</p>	<p>No. Yes.</p>
<p>5. Please clarify if the \$600k total budget includes the cost of media spend. It looked like it was for search, but not 100% sure.</p>	<p>Yes, the \$600,000 budget for the 21-month period includes planning, production, implementation/placement and evaluation.</p>
<p>6. Please clarify if we would not only need to carve out media planning, buying, trafficking, analysis, optimization and reporting, but also creative concepting and execution along with media budget, all within the \$600k.</p>	<p>See answer to #5.</p>
<p>7. Within Section 4. Technical Approach, please clarify how "b. Proposed Development Approach", "c. Technical Considerations" and "d. Scenarios" tie together. Should our responses to "b" and "c" include the scenarios in "d"?</p>	<p>Each are separate subsections that must be individually addressed in the response.</p>

QUESTIONS	ANSWERS
8. Please confirm the State expects to receive a full media plan with rates cards and negotiated prices as part of our RFP response.	No. This is addressed in the last two sentences of the Project Environment (Section IV item B).
9. Is the State looking at other contractors to assess against who currently has the contract or is this a new contract opportunity?	This is a new contract opportunity.
10. How much flexibility will the selected partner have to modify the mix of print/digital/earned/etc to achieve the stated project goals?	There will be flexibility with DHHS/TFN input and approval.
11. Who is the current Quitline vendor?	The Nebraska Tobacco Quitline vendor is Alere Wellbeing.
12. Page v “Acceptance Test Procedure” – is benchmark data and other performance criteria available? How has TFN measured the effectiveness of media services in the past? Is there a separate Evaluator? If so, who?	<p>Yes, the benchmark data and performance criteria are noted on page 2 of the RFP (Section I Item B).</p> <p>The effectiveness of media efforts have been evaluated in a variety of ways ranging from telephone and Web-based surveys to focus groups.</p> <p>It will be the responsibility of the awarded contractor to provide media evaluation services as identified on Appendix A.</p>
13. Page vii “Formative Evaluation & Research” – is any of this data available to perspective bidders	<p>A focus group report on past efforts can be found here: http://dhhs.ne.gov/publichealth/Documents/TFN_FG_Results_Aug11.pdf</p> <p>It's important to note that formative evaluation and research as it relates to this RFP may be different and will affect future media creation and decisions.</p>
14. Page viii “Performance Bond” – is it required?	See Section III, page 19, item EE of the RFP.
15. Page 1 A. Project Background – When did the TFN program begin?	The TFN program began in the early 1990s.
16. Page 1 A. Project Background – Describe the existing TFN network of community contractors/schools involved.	<p>A listing of local Tobacco Prevention Coalitions can be found at: http://dhhs.ne.gov/publichealth/Pages/tfn_tfnc_oal.aspx.</p>

QUESTIONS	ANSWERS
17. Page 2 Goal #2 – Decrease the smoking rate <u>to</u> 20% or <u>by</u> 20%?	The current adult smoking prevalence rate in Nebraska is 20%. The expectation is that rate will be maintained or decreased.
18. Page 2 Goals Specific to Media Campaign – Is 4,800 the baseline number of website visits... or... is this the goal number?	Baseline.
19. Page 6 F. Submission of Proposals – <ul style="list-style-type: none"> ○ In the middle of the last paragraph in this section, it states “The Technical Proposal <u>must not</u> contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder’s understanding of the scope of work may be evaluated.” <ul style="list-style-type: none"> ▪ Does this include references to dollar amounts of past examples or only dollar amounts tied to this proposal? ▪ What about the dollar amounts under Scenarios #1, #2 and #3? 	Only dollar amounts tied to this proposal. See page 36 of the RFP (section IV Item 4.d.i.): “The scenarios shall not be included as part of the overall budget.”
20. Page 9 A. General – Is cost included within #3, the signed RFP form and contractor’s proposal?	Yes.
21. Page 11 E. Ownership of Information and Data Does this section dictate that all creative costs must include full and complete buy-outs of talent, music and other rights?	Yes.
22. Page 27 Is there a separate contractor for the Youth Prevention effort? If so, who is the vendor?	Yes. Snitily Carr and Rescue Social Change Group are the vendors for Nebraska’s statewide youth prevention efforts.

QUESTIONS	ANSWERS
<p>23. Page 27 Is existing original Nebraska creative, or previously aired MCRC spots, available for review related to:</p> <ul style="list-style-type: none"> a. Secondhand Smoke b. Cessation c. Chewing Tobacco 	<p>See answer to #1.</p>
<p>24. Page 27 If actual creative cannot be accessed, can you provide a list of campaigns with message and materials available for each campaign (TV, radio, print, etc.) and can you include the rights/usage agreements for each campaign?</p>	<p>See answer to #1.</p>
<p>25. Page 27 Is past earned media work available for review – as examples?</p>	<p>A search of the DHHS Website (http://dhhs.ne.gov/) will result in news releases that were produced for the TFN program. Most earned media efforts were conducted external to the current media contract.</p>
<p>26. Page 27 Is past research available for review?</p>	<p>See answer to #13.</p>
<p>27. Page 27 Should Youth Prevention work be completely omitted from this RFP? Does that include past work examples and/or spec recommendations? If proposed strategy includes and/or would be complementary to the Youth Prevention effort, should it be noted in this proposal?</p>	<p>Yes. No. The target audiences for this RFP are noted on page 30 (section IV Item D Target Audiences).</p>
<p>28. Page 27 Will a Youth Prevention campaign(s) be running during the first 21 months of this contract? If so, can the media plan be provided in order to provide strategic alliance with proposed recommendations for the Cessation and Secondhand Smoke plans?</p>	<p>Yes. No, the youth prevention campaign is separate from the campaigns being addressed in this RFP and has different target audiences.</p>
<p>29. Page 27 Is an overview or outline available that shows the State's Comprehensive Tobacco Prevention and Control Program set up – including community partners, mini-grants, community contractors, etc.?</p>	<p>The TFN program description can be found at: http://dhhs.ne.gov/publichealth/Pages/tfn_tfn_about.aspx.</p>

QUESTIONS	ANSWERS
<p>30. Page 28 Smoke-Free Counter & Calculator Facebook Page Does the contractor primarily manage and maintain this page or will the bulk of that work be done by the TFN Program?</p>	<p>Presently, the Smoke-Free Counter & Calculator Facebook page is primarily managed by the TFN program. Maintenance is a joint effort between the contractor and TFN. The contractor expectations for the page are noted on page 28 of the RFP (Section IV Item A).</p>
<p>31. Page 28 Young Adult Microsites Who designed the current site?</p>	<p>The current media contractor, Snitily Carr.</p>
<p>32. Page 28 Young Adult Microsites Who is designing the site in progress and what is the launch date?</p>	<p>The current media contractor, Snitily Carr. The expected launch date is August 2013.</p>
<p>33. Page 28 Young Adult Microsites Is a test version of this site available for review?</p>	<p>No.</p>
<p>34. Page 28 Developing Components for Microsites What components are anticipated?</p>	<p>This will be a joint decision between the awarded contractor and DHHS/TFN staff.</p>
<p>35. Page 36 4.d. Scenarios #1 – is there an existing network of community support/contractors and is a password-protected web-based portal available to disseminate information and materials?</p>	<p>Yes, see response to question #16. No.</p>
<p>36. Page 37 C. Payment Schedule</p> <ul style="list-style-type: none"> ○ It is made clear that this is a deliverables based system and that invoices must be submitted no later than 30 days after the end of each quarter. <ul style="list-style-type: none"> ▪ Can invoices be submitted monthly for all work completely? ▪ Can invoices for outside expenses, such as media purchases, be submitted monthly? 	<p>No. No.</p>

QUESTIONS	ANSWERS
<p>37. Page 40 Evaluation Does the TFN Program's evaluation staff measure ad awareness and recall and/or determine the effectiveness of proposed efforts? How is this done?</p>	<p>No. Evaluation will be conducted through the media contractor as appropriate.</p>
<p>38. Page 40 Evaluation Are past evaluation examples available for review?</p>	<p>See answer to #13.</p>
<p>39. Page 40 Rate Card Are past examples available for review as to format?</p>	<p>Rate card information can be provided in whatever format the proposer chooses as long as the requirements of the RFP are met.</p>
<p>40. Approximately what percentage of the budget has been split between PR, Media and Creative in prior years?</p>	<p>The split varies annually, but always falls within the perimeters noted in Appendix A – Budget Proposal Worksheet.</p>
<p>41. Is there a certain region that the media buys will be focused? Will Omaha and Lincoln see heavier saturation or is more of a presence in any of the lesser populated areas desired?</p>	<p>This is addressed in the Project Environment section on page 28 of the RFP (Section IV item B). Both campaigns are statewide.</p>
<p>42. What are the expectations for the online buy regarding measurement? Will you be looking at click-throughs or impressions?</p>	<p>Impressions will be the primary metric used to assess online buys. Click-throughs will also be assessed if/when available.</p>
<p>43. If non-traditional media and/or social media is a desired, then we won't be able to measure response through TRPs but through other commonly recognized metrics. Is that acceptable?</p>	<p>Yes.</p>
<p>44. Is there a certain time period that a bigger push is desired as far as media buys are concerned (such as around New Year's resolutions)? If so, would there conversely be months where a lighter push is preferred or do you foresee the buys to happen at a fairly steady pace?</p>	<p>This is addressed in the Project Planning and Management section on page 31 of the RFP (section IV item F) and will be a joint decision between the selected contractor and DHHS/TFN staff.</p>
<p>45. Are we allowed to be a little "In Your Face" with the creative messaging? The youth branch of this campaign will need to rise above the noise a little.</p>	<p>Yes, although all materials will be reviewed by TFN and other personnel at DHHS prior to implementation. Evaluation with target audiences will also occur as appropriate. The target audiences for this RFP are listed in priority order on page 30 (Section IV item D Target Audiences).</p>

QUESTIONS	ANSWERS
46. In order to offer a level of pricing most advantageous to the TFN program, is it possible to invoice for the media buys on a monthly basis as incurred, rather than quarterly?	No.
47. Please confirm that the \$600,000 budget includes the possible development of new creative materials (TV, radio, print, outdoor, social media, etc.).	Yes.
48. IV.A. (Page 27) "Existing secondhand smoke, cessation and chewing tobacco campaign materials will likely continue to be utilized." Are these materials gathered in an online or physical location where we can review them?	See answer to #1.
49. IV. B. (Page 28) "The bidder shall propose detailed media plans that include opportunities to reach 75% to 85% of the target audience each quarter of the year during a campaign, with an average of 1,200 targeted rating points (TRPs) per quarter during the introduction of a campaign and 800 TRPs per quarter thereafter." If the bidding company believes that the budget is best allocated by including other marketing opportunities (eCRM, SEO, paid search, etc.), rather than applying money to a traditional 1,200/800 TRP media plan, will points be deducted from its score?	In order to protect the integrity of the RFP process the State will not comment on evaluation criteria during the question and answer period.
50. V.A. 4.d. (Page 36) "Several communities in Nebraska have adopted tobacco-free or smoke-free parks and/or outdoor recreational area policies." Does a list of these communities exist? If so, where can it be found?	Central City, Fremont, Grand Island, Hastings, La Vista, Lincoln, and North Platte, Nebraska have tobacco-free or smoke-free policies in place.

State of Nebraska (State Purchasing Bureau) REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

RETURN TO:
State Purchasing Bureau
301 Centennial Mall South, 1st Fl
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Phone: 402-471-2401
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
RFP 4430Z1	June 21, 2013
OPENING DATE AND TIME	PROCUREMENT CONTACT
July 30, 2013 2:00 p.m. Central Time	Robert Thompson

This form is part of the specification package and must be signed and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 4430Z1 for the purpose of selecting a qualified contractor to provide media services for the Tobacco Free Nebraska (TFN) program.

Written questions are due no later than July 1, 2013, and should be submitted via e-mail to as.materielpurchasing@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original and five (5) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:
<http://das.nebraska.gov/materiel/purchasing/rfp.htm>
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request For Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies bidder maintains a drug free work place environment.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something added or deleted.

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any officer or agency established by the Constitution of Nebraska.

Agent: A person authorized by a superior or organization to act on their behalf.

Amend: To alter or change by adding, subtracting, or substituting. A contract can be amended only by the parties participating in the contract. A written contract can only be amended in writing.

Amendment: Written correction or alteration.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Best and Final Offer (BAFO): A second-stage bid in a public procurement for services.

Bid: The executed document submitted by a bidder in response to a Request for Proposal.

Bid Bond: A bond given by a surety on behalf of the bidder to ensure that the bidder will enter into the contract as bid and is retained by the State from the date of the bid opening to the date of contract signing.

Bidder: Any person or entity submitting a competitive bid response to a solicitation.

Bonus Weight/Time: Additional advertising space or time given as a "bonus" by media outlets for buying ad space or time.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, excepting public holidays.

Calendar Day: Every day shown on the calendar; Saturdays, Sundays and State/Federal holidays included. Not to be confused with "Business Day".

Collusion: A secret agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful or unlawful purpose.

Competition: The process by which two or more vendors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, delivery and/or service.

Confidential Information: Unless otherwise defined below, “Confidential Information” shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would provide.

Contract: An agreement between two or more persons to perform a specific act or acts.

Contract Administration: The Management of various facets of contracts to assure that the contractors total performance is in accordance with the contractual commitments and obligations to the purchaser are fulfilled.

Contract Management: Includes reviewing and approving of changes, executing renewals, handling disciplinary actions, adding additional users, and any other form of action that could change the contract.

Contractor: Any person or entity that supplies goods and/or services.

Conversion Period: A period of time not to exceed six (6) months, during which the State converts to a new Operating System under “Conversion” as per this RFP.

Copyright: A grant to a writer/artist that recognizes sole authorship/creation of a work and protects the creator’s interest(s) therein.

Counter-Marketing: Marketing and communications efforts aimed at countering the marketing efforts (including but not limited to advertising) of the tobacco industry and other pro-tobacco influences. Counter-marketing seeks to counter pro-tobacco messages and influences with persuasive pro-health, anti-tobacco messages.

CPU: Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Creative Brief: A document that guides an advertising/media agency in developing concepts, messages, and materials. It includes – but is not limited to – elements such as goals, target audiences (including demographic and psychographic characteristics of the audience), main messages and other key insights that aid in the development of communication piece(s).

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Default: The omission or failure to perform a contractual duty.

DHHS: Nebraska Department of Health and Human Services.

Deviation: Any proposed change(s) or alteration(s) to either the contractual language or deliverables within the scope of this Request for Proposal.

Documentation: The user manuals and any other materials in any form or medium customarily provided by the contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Earned Media: Coverage of a story without paying for media placements. Examples include coverage of news releases and news conferences, appearances on talk shows or local news programs, sharing of online content, etc.

Evaluation Committee: A committee (or committees) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals.

Evaluation of Proposal: The process of examining a proposal after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the proposal that relate to determination of the successful bidder.

Extension: A provision, or exercise of a provision, of a contract that allows a continuance of the contract (at the option of the State of Nebraska) for an additional time according to contract conditions. Not to be confused with "Renewals."

F.O.B. Destination: Free on Board. The delivery charges have been included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation is a corporation that was formed (i.e. incorporated) in another state but transacting business in Nebraska pursuant to a certificate of authority issued by the Nebraska Secretary of State.

Formative Evaluation: Evaluation research conducted during program development. May be used to pretest concepts, messages, and materials, and to pilot test interventions and programs.

Formative Research: Research conducted during the development of a program to help decide on and describe the target audience, understand the factors that influence their behavior, and determine the best ways to reach them.

Frequency: The average number of times a home or individual is exposed to an ad during a given period of time.

Gross Rating Points (GRPs): A measure of the total intensity of a media plan/campaign. $\text{Reach} \times \text{Frequency} = \text{GRPs}$.

Health Communication: The study and use of communications strategies to inform and influence individual and community decisions related to health.

Installation Date: The date when the procedures described in "Installation by Contractor, and Installation by State", as found in the RFP, are completed.

Late Proposal: A proposal received at the place specified in the solicitation after the date and time designated for all proposals to be received.

Licensed Software: Any and all software and documentation by which the State acquires or is granted any rights under the contract.

Mandatory: Required, compulsory or obligatory.

Media Advocacy: The strategic use of mass media and community advocacy to advance environmental change.

May: Denotes discretion.

Module: A collection of routines and data structures that perform a specific function of the Licensed Software.

Must: Denotes the imperative, required, compulsory or obligatory.

New Media: A broad term which refers to on-demand access to content anytime, anywhere, on any digital device, as well as interactive user feedback, creative participation and community formation around the media content.

Opening Date: Specified date and time for the public opening of received, labeled and sealed formal proposals. Not to be confused with “Release Date”.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: Acquiring computing or related services from a source outside of the State of Nebraska which may include programming and/or executing the State’s Licensed Software on the State’s CPU’s, programming, and/or executing the State’s programs and Licensed Software on the contractor’s CPU’s or any mix thereof.

Outsourcing Company: A company that provides Outsourcing Services under contract to the State.

Performance Bond: A bond given by a surety on behalf of the contractor to ensure the timely and proper (in sole estimation of the State) performance of a contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Pre-Proposal Conference: A meeting scheduled for the purpose of providing clarification regarding a Request for Proposal and related expectations.

Product: A module, a system, or any other software-related item provided by the contractor to the State.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any “Critical Program Error.”

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total of all software, documentation, and services to be provided by the contractor under this contract.

Proposal: The executed document submitted by a bidder in response to a Request for Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Protest: A complaint about a governmental action or decision related to a Request for Proposal or the resultant contract, brought by a prospective bidder, a bidder, a contractor, or other interested party to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening proposals, conducted at the time and place specified in the Request for Proposal, and in the presence of anyone who wishes to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the contractor.

Reach: The number of unduplicated homes/people exposed at least once to a particular ad.

Release Date: Date of release of the Request for Proposal to the public for submission of proposal responses. Not to be confused with "Opening Date".

Renewal: Continuance of a contract for an additional term after a formal signing by the parties.

Representative: Includes an agent, an officer of a corporation or association, a trustee, executor or administrator of an estate, or any other person legally empowered to act for another.

Request for Proposal (RFP): All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.

Responsible Bidder: A bidder who has the capability in all respects to perform fully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a bid which conforms in all respects to the solicitation document.

Shall: Denotes the imperative, required, compulsory or obligatory.

Should: Indicates an expectation.

Social Marketing: The application and adaptation of commercial marketing concepts and techniques to the analysis, planning, implementation, and evaluation of programs designed to bring about behavior change of target audiences to improve the welfare of individuals or their society.

Solicitation: The process of notifying prospective bidders or offerors that the State of Nebraska wishes to receive proposals for furnishing services. The process may consist of public advertising, posting notices, or mailing Request for Proposals and/or Request for Proposal announcement letter to prospective bidders, or all of these.

Solicitation Document: Request for Proposal.

Specifications: The information provided by or on behalf of the contractor that fully describes the capabilities and functionality of the Licensed Software as set forth in any material provided by the contractor, including the documentation and User's Manuals described herein.

System: Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the contractor as functioning or being capable of functioning as an entity.

Targeted Rating Points (TRPs): Similar to GRPs, but are used when specific subpopulations are targeted with a media plan/campaign.

Termination: Occurs when either party pursuant to a power created by agreement or law puts an end to the contract. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

TFN: Tobacco Free Nebraska.

Trademark: A distinguishing sign, symbol, mark, word, or arrangement of words in the form of a label or other indication, that is adopted and used by a manufacturer or distributor to designate its particular goods and which no other person has the legal right to use.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that; (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Upgrade: Any improvement or change in the Software that improves or alters its basic function.

Value Added: An additional value the product or service has above the baseline. It is used to describe instances where a firm takes a product or service and provides TFN with a feature or add-on that gives it a greater sense of value.

Vendor: An actual or potential contractor; a contractor.

Will: Denotes the imperative, required, compulsory or obligatory.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 4430Z1 for the purpose of selecting a qualified contractor to provide media services for the Tobacco Free Nebraska (TFN) program.

Media services include – but are not limited to – research, creative development, coordination and implementation of media products, media placement and evaluation.

A contract resulting from this Request for Proposal will be issued for approximately a 21-month period from the date of award through June 30, 2015 with the option to renew for three (3) additional periods of one (1) year each as mutually agreed upon by all parties.

Funding available for this RFP is up to \$600,000. The maximum obligation is subject to change upon contract renewal and changes in the scope of work. Renewal funding will vary depending on funding availability at the time of each renewal.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: <http://das.nebraska.gov/materiel/purchasing/rfp.htm>

A. PROJECT BACKGROUND

Since its inception, the Tobacco Free Nebraska (TFN) program has received various levels of state funding in order to do its work.

Currently, the Nebraska Unicameral allocates \$2.3 million annually to TFN from the Tobacco Master Settlement Agreement.

The program's goals are to:

1. Help people quit tobacco use (cessation),
2. Eliminate exposure to secondhand smoke,
3. Keep youth from starting,
4. Reach underserved populations.

In order to meet these goals, there are several evidence-based components of TFN including, but not limited, to:

1. school, community, and outreach grants,
2. the Nebraska Tobacco Quitline,
3. youth empowerment and venue-based events, and
4. media efforts to raise awareness about the health effects of secondhand smoke exposure and encourage tobacco cessation / promote the Nebraska Tobacco Quitline.

This RFP is published in accordance with the Nebraska Tobacco Prevention and Control Cash Fund, NEB. REV. STAT. §71-5714.

B. PROJECT GOALS

In an effort to facilitate complete proposals, it is important that bidders know the overall goals and objectives of the Tobacco Free Nebraska Program. The media campaign is one of several components that impact these goals and objectives. The measurable program goals and objectives that are relevant to the media campaign are:

GOAL 1: Reduce Exposure to Secondhand Smoke (SHS)

1. Increase the percentage of adults who say that smoking is not allowed in their home from 84% in 2011 to 88% in 2015. (Source: 2010/11 Nebraska Adult Tobacco Survey)
2. Increase the percentage of adults who think smoking should not be allowed anywhere in outdoor parks from 36% in 2011 to 43% in 2015. (Source: 2010/11 Nebraska Adult Tobacco Survey)
3. Increase the percentage of adults who say their vehicles are smoke-free from 84% in 2011 to 88% in 2015. (Source: Nebraska Adult Tobacco Survey)

GOAL 2: Promote Tobacco Cessation

1. Maintain or decrease the adult smoking prevalence rate in Nebraska at 20%. (Source: 2011 Nebraska Behavioral Risk Factor Surveillance System)
2. Decrease the 18-25 year-old smoking prevalence rate in Nebraska from 25% to 23%. (Source: 2010/11 Nebraska Adult Tobacco Survey)
3. Increase the percentage of adults who made a quit attempt in the last year from 56% to 60%. (Source: 2011 Nebraska Behavioral Risk Factor Surveillance System)

The following goals are specific to the media campaign:

1. Maintain or increase the number of callers to the Nebraska Tobacco Quitline who say they heard about the Quitline through the media. In 2012, 665 callers said they heard about the Quitline through the media. (Source: Demographic reports provided by the Quitline vendor)
2. Maintain or increase the number of visits to the QuitNow.ne.gov Website at 4,800. (Source: 2012 Google Analytics)

In an effort to eliminate health disparities, these goals apply equally to underserved populations.

C. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Request for Proposal	June 21, 2013
2.	Last day to submit written questions	July 1, 2013
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing/rfp.htm	July 10, 2013
4.	Proposal opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	July 30, 2013 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	July 30, 2013
6.	Evaluation period	August 1 – 16, 2013
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	August 26-27, 2013
8.	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing/rfp.htm	September 6, 2013
9.	Performance bond submission (if required)	September 18, 2013
10.	Contract award	October 1, 2013
11.	Contractor start date	October 1, 2013

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: Robert Thompson
Agency: State Purchasing Bureau
Address: 301 Centennial Mall South, Mall Level
Lincoln, NE 68508

OR

Address: P.O. Box 94847
Lincoln, NE 68509
Telephone: 402-471-2401
Facsimile: 402-471-2089
E-Mail: as.materielpurchasing@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing media services for the Tobacco Free Nebraska (TFN) program at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

C. COMMUNICATION WITH STATE STAFF

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the contractor, contact regarding this project between potential contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal.

Once a contractor is preliminarily selected, as documented in the intent to contract, that contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations; and
3. state-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

D. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 4430Z1; Tobacco Free Nebraska Media Questions". It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Robert Thompson, showing the total number of pages transmitted, and clearly marked "RFP Number 4430Z1; Tobacco Free Nebraska Media Questions".

Written answers will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing/rfp.htm> on or before the date shown in the Schedule of Events.

E. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

F. SUBMISSION OF PROPOSALS

The following describes the requirements related to proposal submission, proposal handling and review by the State.

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and five (5) copies of the entire proposal should be submitted. The copy marked "original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the request for proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-2401 should be used. The request for proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal must not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions. Text size should be at least 12 point.

G. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding entities announced on the date, time and location shown in the Schedule of Events. Proposals will be available for viewing by those present after the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the opening date.

H. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or any other reason(s).

I. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

J. EVALUATION OF PROPOSALS

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Executive Summary;
2. Corporate Overview shall include but is not limited to:
 - a. the ability, capacity and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
 - b. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the quality of bidder performance on prior contracts;
 - e. such other information that may be secured and that has a bearing on the decision to award the contract;
3. Technical Approach shall include but is not limited to:
 - a. Understanding of the project requirements;
 - b. Proposed development approach;
 - c. Technical considerations (media plan and mix);
 - d. Scenarios;
 - e. Appendix A-Budget Proposal Worksheet; and
4. Cost Proposal (funding available)

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the State Purchasing Bureau website at <http://das.nebraska.gov/materiel/purchasing/rfp.htm> Evaluation criteria will not be released prior to the proposal opening.

K. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee(s). The committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not become public information.

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request For Proposal For Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

L. MANDATORY REQUIREMENTS

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Signed Request For Proposal For Contractual Services form;
2. Executive Summary;
3. Corporate Overview;
4. Technical Approach; and
5. Cost Proposal.

M. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

N. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders shall be authorized to transact business in the State of Nebraska. All bidders are expected to comply with all Nebraska Secretary of State registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The Bidder who is the recipient of an Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its current (within 90 days), valid Certificate of Good Standing or Letter of Good Standing; or in the case registration is not required, to provide, in writing, the reason as to why none is required. This must be accomplished prior to the award of the contract. Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

O. VIOLATION OF TERMS AND CONDITIONS

Violation of the terms and conditions contained in this Request for Proposal or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. rejection of a bidder's proposal;
2. suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

III. TERMS AND CONDITIONS

By signing the "Request For Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal.

A. GENERAL

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Request for Proposal form and the Contractor's Proposal;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once an intent to award decision has been determined, it will be posted to the Internet at:

<http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

Grievance and protest procedure is available on the Internet at:

<http://www.das.state.ne.us/materiel/purchasing/agency services procurement manual/Protest Grievance Procedure For Services.doc>

Any protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the Internet.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to this contract.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

The contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. If contractor will be utilizing any subcontractors, the contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). Contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the contractor. Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the contractor elects to increase the mandatory deductible amount, the contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

1. WORKERS' COMPENSATION INSURANCE

The contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the Contract Documents as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

b. COMMERCIAL GENERAL LIABILITY

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

c. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage	\$1,000,000 combined single limit
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d. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance	\$1,000,000 per occurrence
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4. EVIDENCE OF COVERAGE

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer, Administrative Services, State Purchasing Bureau, 301 Centennial Mall S, 1st Fl, Lincoln, NE 68508 (facsimile 402-471-2089). These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.
2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

H. INDEPENDENT CONTRACTOR

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the contract, without the prior written authorization of the State. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.

In respect to its employees, the contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the contractor's employees, including all insurance required by state law;
3. damages incurred by contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

The contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

L. CONFLICT OF INTEREST

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

M. PROPOSAL PREPARATION COSTS

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations, or oral presentations, or in any other activity related to bidding on this Request for Proposal.

N. ERRORS AND OMISSIONS

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

O. BEGINNING OF WORK

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful contractor. The contractor will be notified in writing when work may begin.

P. ASSIGNMENT BY THE STATE

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Q. ASSIGNMENT BY THE CONTRACTOR

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal or mandatory requirements. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

S. GOVERNING LAW

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

T. ATTORNEY'S FEES

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

U. ADVERTISING

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

The contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

V. STATE PROPERTY

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

The contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property, normal wear and tear is expected.

W. SITE RULES AND REGULATIONS

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

The contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on State premises. If the contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the contractor.

X. NOTIFICATION

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II, A. Procuring Office and Contact Person of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between contractor and the State regarding the contract shall take place between the contractor and individuals specified by the State in writing. Communication about the contract between contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The contract may be terminated as follows:

1. The State and the contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
 - g. contractor intentionally discloses confidential information;
 - h. contractor has or announces it will discontinue support of the deliverable;
 - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

AA. BREACH BY CONTRACTOR

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

BB. ASSURANCES BEFORE BREACH

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC. PENALTY

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

In the event that the contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the contractor, without penalty, until such failure is cured or otherwise adjudicated.

DD. RETAINAGE

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

The State may withhold five percent (5%) of each payment due as retainage. The entire retainage amount will be payable upon successful completion of the project. Upon completion of the project, the contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the contractor within 45 calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

EE. PERFORMANCE BOND

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

The selected contractor may be required to supply a certified check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the certified check or bond must be five percent (5%) of the contract amount. The check or bond, if required, will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or certified check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

FF. FORCE MAJEURE

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

GG. PROHIBITION AGAINST ADVANCE PAYMENT

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

HH. PAYMENT

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

II. INVOICES

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. Contractors shall provide quarterly invoices/reports to TFN, no later than 30 days after the end of each quarter in which work is completed.

Job-specific invoices and quarterly reports shall include at least the following:

1. Breakdown of hours per task/project spent completing the work, hourly rate charged, and description of task/project. Task/projects will be paid on an actual expense basis.
2. Narrative summary of campaign activities that the contractor developed or initiated, including earned media, value-added media, paid media and pro bono work for the quarter just completed.

TFN reserves the right to modify any quarterly and/or job-specific invoicing requirement.

The terms and conditions included in the contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

JJ. AUDIT REQUIREMENTS

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

KK. TAXES

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state-owned facility is the responsibility of the contractor.

LL. INSPECTION AND APPROVAL

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

MM. CHANGES IN SCOPE/CHANGE ORDERS

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s)).

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contractor's proposal.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

NN. SEVERABILITY

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

OO. CONFIDENTIALITY

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by

a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

PP. PROPRIETARY INFORMATION

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

By submission of this proposal, the bidder certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the

contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

RR. PRICES

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

All prices, costs, terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Upon agreement of all parties, the contractor may make a one-time adjustment to the rate card to be submitted as indicated in the Budget Proposal Worksheet (Appendix A). The one-time adjustment can occur at the end of the 21-month contract and prior to the first one-year renewal (if any).

Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which the contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the contractor may charge under the terms of the contract, do not and will not violate any existing federal, state or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

SS. BEST AND FINAL OFFER

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

TT. ETHICS IN PUBLIC CONTRACTING

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator or employee based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

UU. INDEMNIFICATION

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

1. GENERAL

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the contractor prompt notice in writing of the claim. The contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the contractor has indemnified the State, the contractor shall at the contractor's sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

The contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the contractor.

VV. NEBRASKA TECHNOLOGY ACCESS STANDARDS

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-101.html> and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

WW. ANTITRUST

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

The contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

XX. DISASTER RECOVERY/BACK UP PLAN

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

The contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

YY. TIME IS OF THE ESSENCE

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

ZZ. RECYCLING

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

AAA. DRUG POLICY

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

BBB. NEW EMPLOYEE WORK ELIGIBILITY STATUS

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

CCC. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

The contractor, by signature to this RFP, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

This RFP will identify a qualified firm to provide media services for the Tobacco Free Nebraska program. In addition to supporting the targeted goals and objectives as outlined in the Scope of the RFP, this RFP may also address any of the following: countering pro-tobacco influences in the state and to targeted communities and/or populations; media advocacy; earned media; social media; new media; social marketing; counter-marketing; and reducing tobacco industry sponsorships and promotions.

The Tobacco Free Nebraska program within the Nebraska Department of Health and Human Services (DHHS) has been in operation since the early 1990s through a cooperative grant agreement from the U.S. Centers for Disease Control and Prevention (CDC). In 2001, the program began to receive funding through Tobacco Master Settlement Agreement (MSA) funds available to the state. Annual MSA funding levels to the program have varied since then.

The Tobacco Free Nebraska program is the State's comprehensive tobacco prevention and control program. The program's goals are to:

1. Help people quit tobacco use (cessation),
2. Eliminate exposure to secondhand smoke,
3. Keep youth from starting,
4. Reach underserved populations.

This RFP addresses goals number 1 and 2. Goal number 4 is also a considering factor throughout all campaign(s).

Media campaigns play an essential role in achieving these goals and are considered a best practice component of an effective comprehensive tobacco control program by the CDC. The CDC recommends that an effective state health communication intervention should deliver strategic, culturally appropriate, and high-impact messages in media campaigns that are integrated into the overall state tobacco program effort. These media campaigns differ from traditional product or service marketing in that they incorporate the fundamental aspects of social marketing and usually address long-term behavior change instead of driving consumers to purchase a product.

Television, radio, and print ads; outdoor ads (billboards & transit); movie theater ads; online ads; social media; infographics; Websites and sponsorships have been utilized in the past and may be a part of this effort as well. In addition, the contractor will be expected to research and explore emerging trends, innovative platforms and technologies throughout the duration of this contract and make subsequent recommendations to DHHS/TFN in order to meet the goals and objectives of this RFP.

Existing secondhand smoke, cessation, and chewing tobacco campaign materials will likely continue to be utilized. However, campaign refinement, development and/or production may take place as appropriate throughout the duration of the contract.

The TFN program manages and monitors the Smoke-Free Counter and Calculator community page on Facebook, <http://www.facebook.com/SmokeFreeNE>, and is likely to continue doing so during the duration of this contract. The contractor will assist with this effort by preparing topical and pertinent posts on a monthly basis, placing ads and/or promoted (boosted) posts as necessary and other efforts that may arise.

To target young adult tobacco users and their employers, the TobaccoHurtsBusiness.ne.gov microsite was launched in early 2013 and a microsite targeting young adults is in the process of being launched. Social media will factor heavily in the development of the young adult microsite. The contractor will assist with developing components for the sites as identified in the future.

Globally, tobacco use is the leading cause of preventable death. In the United States, smoking is responsible for approximately 443,000 deaths per year with an estimated 49,000 of those due to secondhand smoke exposure. In Nebraska alone, more than six people die each day as a result of smoking.

The adult smoking rate in Nebraska is 20% (2011 NE Behavioral Risk Factor Surveillance System). In other words, there are still more than 276,000 adult smokers in the state. Health care costs directly related to smoking amount to \$592 million every year in Nebraska. Another \$506 million annually is attributed to lost productivity due to tobacco use.

For more information about TFN, visit the Website: <http://www.dhhs.ne.gov/tfn>.

B. PROJECT ENVIRONMENT

The bidder shall propose detailed media plans that include opportunities to reach 75% to 85% of the target audience each quarter of the year during a campaign, with an average of 1,200 targeted rating points (TRPs) per quarter during the introduction of a campaign and 800 TRPs per quarter thereafter. Both campaigns – cessation and eliminating exposure to secondhand smoke – will be statewide. The media plans must include the specific media properties and markets proposed with recommended allocations (identified as a percentage of the overall campaign budget) and rationale per medium. Campaign specifics (e.g., TV and radio stations, publications, Websites, etc. to utilize) will be determined after the contract has been awarded.

C. BUSINESS REQUIREMENTS

1. This RFP is open to any advertising, marketing, and/or communications agency or entity.
2. Bidders with staff who have expertise in public health and targeting diverse populations are desired.
3. Bidders with experience working on social marketing campaigns with government agencies and/or the non-profit sector are desired.
4. Bidders that will accept reduced commission fees on media placement are desired.
5. Bidders shall describe the methodologies used to monitor the accuracy of media placements.
6. It is expected that creative briefs will be developed and shared with TFN for feedback prior to any work commencing on new projects and efforts as part of this contract. As

part of the response to this RFP, bidders shall provide an example of a blank creative brief template.

7. The contractor will work in close collaboration with DHHS/TFN staff to maintain a high visibility for tobacco prevention efforts in Nebraska through a combination of paid and earned media.
8. No contractor, or any of the proposed subcontractors, shall have a current contract or affiliation with tobacco companies. In addition, the awarded contractor, or any proposed subcontractors, shall not accept tobacco industry business (contract or affiliation) for the duration of this contract and any optional renewal periods.
9. Throughout the duration of this contract and any optional renewal periods, the contractor shall be knowledgeable about social media and new media, keep up-to-date with new advances and opportunities and make appropriate recommendations to TFN.
10. The contractor shall be readily available during normal business hours, by telephone, email and in person, throughout the course of this contract and any optional renewal period.
11. The contractor is prohibited from using any funds paid through this contract for any direct contact with state legislators or their staff for purposes of influencing any legislative policies or funding decisions.
12. Contractor shall fulfill the earned media component of this contract, as appropriate, in accordance with generally accepted standards practiced in Nebraska broadcast and print newsrooms and taught by American journalism schools. In addition, written earned media work shall be prepared in Associated Press style, reflect the needs of the intended media audience, and contain appropriate state and/or local information as warranted.
13. Contractor shall perform all of the work directly or subcontract a portion of the work. DHHS/TFN retains the right to approve any change in subcontractors or addition of subcontractors for the duration of the contract. Contractor shall remain responsible for timely, effective performance of all work and assumes all responsibility to ensure that all work under this contract is performed in accordance with the contract provisions.

D. SCOPE OF WORK

1. The contractor will work with Tobacco Free Nebraska staff and the Nebraska Department of Health and Human Services' Office of Communications and Legislative Services to develop and implement media campaigns to deliver cessation and secondhand smoke prevention messages statewide.
2. Television, radio, and print ads; outdoor ads (billboards & transit); movie theater ads; online ads; social media; infographics; Websites and sponsorships have been utilized in the past and may be a part of this effort as well. In addition, any other creative and/or non-traditional means to reach the target audiences (described below) will be considered and utilized as appropriate.
3. As much as possible, contractor shall develop the campaign(s) so as to deliver bonus time/weight on media placement as well as value-added opportunities.

4. From October 1, 2013 through June 30, 2014, assume a budget of \$257,143,
5. From July 1, 2014 through June 30, 2015, assume a budget of \$342,857.
6. TFN reserves the right to modify the media mix and distribution during the course of the contract. Refer to Appendix A for the budget proposal worksheet.
7. For the foreseeable future, existing secondhand smoke, cessation, and chewing tobacco campaign materials will likely continue to be utilized. However, campaign refinement, development and/or production may take place as appropriate throughout the duration of the contract and any optional renewal period.
8. As necessary, the contractor shall develop creative, innovative and balanced campaign(s). The contractor shall manage the selection of creative materials, recommend and manage the purchase of paid media, and develop earned media opportunities, subject to DHHS/TFN approval.
9. Occasionally, TFN uses media materials that are developed by other states and made available through the CDC's Media Campaign Resource Center (MCRC) at: http://www.cdc.gov/tobacco/media_campaigns/index.htm. TFN may request that the contractor modify these materials to accommodate TFN's specific goals and/or may require the contractor to produce additional creative materials.
10. The contractor may develop and implement earned media activities as appropriate. If earned media efforts are developed, the contractor shall provide TFN drafts of all news releases, media advisories, etc., created as a result of these funds. DHHS/TFN will review the drafts to ensure that they meet the standards outlined and that they are consistent in tone and quality with similar materials produced by or for DHHS/TFN.
11. Evaluation during the contract and any optional renewal period will be expected. Focus groups surveys and other evaluation tools may be utilized as appropriate.
12. Contractor's work, as it relates to this contract, shall at all times reflect the goals and objectives of TFN and the mission of DHHS.
13. All activities will be conducted in close collaboration with DHHS/TFN staff. Regularly scheduled meetings between the contractor and DHHS/TFN staff are customary. At a minimum, these meetings will take place on a quarterly basis and more frequently during campaign development.

Target Audiences:

The target audiences for the proposed campaign(s) are listed in priority order:

1. Secondhand Smoke:
 - a. Parents of young children, smokers & non-smokers
 - b. General adult audience, 19 years and older, smokers & non-smokers
2. Cessation:
 - a. Adult tobacco users, 25-54 years of age
 - b. Young adult social smokers & tobacco users, 18-24 years of age.

E. TECHNICAL REQUIREMENTS

Bidders shall be skilled in developing online content including HTML, HTML5, .ASPX or .NET and JavaScript, and keep up-to-date on changes.

Bidders with a working knowledge of Microsoft SharePoint are desired.

F. PROJECT PLANNING AND MANAGEMENT

Project planning will be a collaborative effort between DHHS/TFN staff and the awarded contractor and will include discussion between the contractor & TFN on the specifics of the campaign(s) and media mixes after the contract has been awarded. Project management is the responsibility of the contractor as well as management of all staff assigned to the project.

G. PERFORM IMPLEMENTATION

The awarded contractor will be expected to implement the media plans/campaigns in full. However, the awarded contractor will not be granted an exclusive contract. The State (DHHS/TFN) reserves the right to retain additional media, marketing, or communications services as necessary during the contract term, and any optional renewal period.

H. DELIVERABLES

The bidder shall outline comprehensive media/marketing plans/campaigns that focus on the goals identified in this RFP. The suggested media allocation and rationale for each targeted audience shall be included. The bidder must use the Budget Proposal Worksheet in Appendix A as a guideline for developing the contract deliverables.

The contractor shall provide quarterly invoices/reports to TFN, no later than 30 days after the end of each quarter in which the work is performed. The invoices/reports shall include the following information:

1. breakdown of hours per task/project spent completing the work, hourly rate charged, and description of task/project. Projects will be paid on an actual expense basis.
2. narrative summary of campaign activities that the contractor developed or initiated, including earned media, paid media, and pro bono work for the quarter just completed.

TFN reserves the right to modify any quarterly reporting requirement.

J. ADDITIONAL INFORMATION

Care of TFN Property

The contractor will keep in its care, for a reasonable period of time, all advertising materials given to the contractor. The contractor will treat these materials as TFN property and use caution to secure their return from third parties.

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions:

A. TECHNICAL PROPOSAL

The Technical Proposal shall consist of four (4) sections:

1. SIGNED "State of Nebraska Request For Proposal For Contractual Services" form;
2. Executive Summary;
3. Corporate Overview; and
4. Technical Approach.

1. REQUEST FOR PROPOSAL FORM

By signing the "Request For Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal and certifies bidder maintains a drug free work place environment.

The Request For Proposal For Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

2. EXECUTIVE SUMMARY

The Executive Summary shall condense and highlight the contents of the solution being proposed by the bidder in such a way as to provide the Evaluation Committee with a broad understanding of the Contractor's Technical Proposal.

Bidders must present their understanding of the problems being addressed by implementing a new system, the objectives and intended results of the project, and the scope of work. Bidders shall summarize how their Technical Proposal meets the requirements of the Request for Proposal, and why they are best qualified to perform the work required herein.

3. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal must consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business, whether the name and form of organization has changed since first organized, and Federal Employer Identification Number and/or Social Security Number.

b. FINANCIAL STATEMENTS

The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

e. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous three (3) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past three (3) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past three (3) years, including the other party's name, address and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past three (3) years, so declare.

If at any time during the past three (3) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

- i. Bidder must provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. These descriptions must include:
 - a) the time period of the project;
 - b) the scheduled and actual completion dates;
 - c) the contractor's responsibilities;
 - d) for reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number and e-mail address); and
 - e) each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.

- iii. If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the contractors above. In addition, subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder shall provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

j. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder must provide:

- i. name, address and telephone number of the subcontractor(s);
- ii. specific tasks for each subcontractor(s);
- iii. percentage of performance hours intended for each subcontract; and
- iv. total percentage of subcontractor(s) performance hours.

4. TECHNICAL APPROACH

The technical approach section of the Technical Proposal must consist of the following subsections:

- a. Understanding of the Project Requirements;
 - i. Summarize in two pages or less the bidder's understanding of the relevant tobacco issues in Nebraska and how the proposed plans/campaigns and components will impact the issues.

- b. Proposed Development Approach;
 - i. How will the proposed plans/campaigns meet the objectives of the Tobacco Free Nebraska program as outlined in the Scope of the Request for Proposal? What types of advertising, marketing, media advocacy, and earned media do the proposed plans/campaigns include? Describe in detail how the plans/campaigns will develop over time and what role the bidder will play in the development.
- c. Technical Considerations;
 - i. The bidder shall provide a detailed work plan that describes the development, implementation, and evaluation of the proposed media plans/campaigns. The media plans must include the specific media properties and markets proposed with recommended allocations (identified as a percentage of the overall campaign budget) and rationale per medium. Campaign specifics (e.g., TV and radio stations, publications, Websites, etc. to utilize) will be determined after the contract has been awarded.
- d. Scenarios; and
 - i. Bidders must include a complete and thorough response to scenarios #1-3. The scenarios shall not be included as part of the overall budget. (PAGE LIMIT for each scenario: TWO PAGES.)

Scenario #1:

Several communities in Nebraska have adopted tobacco-free or smoke-free parks and/or outdoor recreational area policies. TFN would like to develop resources to help other communities that are considering similar policies. Assuming a budget of \$35,000, describe the resources that would be included and how the resources would be disseminated. List any barriers and/or potential issues faced with conducting this strategy.

Scenario #2:

The tobacco use burden to Nebraska is measured in health care expenses, lost productivity, illness and death. Describe a public relations approach to getting the word out about what tobacco costs Nebraskans. Present an outline and budget, not to exceed \$25,000. List any barriers and/or potential issues faced with conducting this strategy.

Scenario #3:

Electronic cigarette (e-cigarette) use is on the rise nationally and in Nebraska. Little is known about the health ramifications of using e-cigarettes or their effectiveness as a tobacco cessation device. Describe a public relations approach to providing tobacco users with the facts about e-cigarettes. Present an outline and budget, not to exceed \$25,000. List any barriers and/or potential issues faced with conducting this strategy.

- e. Deliverables and Due Dates.

B. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

1. PRICING SUMMARY

This summary shall present the total fixed price to perform all of the requirements of the Request for Proposal. The bidder must include details in the Cost Proposal supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

The State reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

2. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Request for Proposal. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

C. PAYMENT SCHEDULE

The payment schedule for the project is tied to specific dates and deliverables. Invoices may be submitted by the contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved. A percentage of the total contract cost may then be invoiced based on the following schedule.

The contractor shall provide quarterly invoices/reports to TFN, no later than 30 days after the end of each quarter in which the work is performed. The invoices/reports shall include the following information:

1. breakdown of hours per task/project spent completing the work, hourly rate charged, and description of task/project. Projects will be paid on an actual expense basis.
2. narrative summary of campaign activities that the contractor developed or initiated, including earned media, paid media, and pro bono work for the quarter just completed.

Quarterly Invoices and Reports will be due as follows:

Initial Contract Period:		
Quarter	Time Period	Due to TFN no later than:
1	10/1/13 - 12/31/13	1/31/14
2	1/1/14 - 3/31/14	4/30/14
3	4/1/14 - 6/30/14	7/31/14
4	7/1/14 - 9/30/14	10/31/14
5	10/1/14 - 12/31/14	1/31/15
6	1/1/15 - 3/31/15	4/30/15
7	4/1/15 - 6/30/15	7/31/15
First One-Year Renewal (if any):		
1	7/1/15 – 9/30/15	10/31/15
2	10/1/15 – 12/31/15	1/31/16
3	1/1/16 – 3/31/16	4/30/16
4	4/1/16 – 6/30/16	7/31/16
Second One-Year Renewal (if any):		
1	7/1/16 – 9/30/16	10/31/16
2	10/1/16 – 12/31/16	1/31/17
3	1/1/17 – 3/31/17	4/30/17
4	4/1/17 – 6/30/17	7/31/17
Third One-Year Renewal (if any):		
1	7/1/17 – 9/30/17	10/31/17
2	10/1/17 – 12/31/17	1/31/18
3	1/1/18 – 3/31/18	4/30/18
4	4/1/18 – 6/30/18	7/31/18

Form A

Bidder Contact Sheet

Request for Proposal Number 4430Z1

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

APPENDIX A - BUDGET PROPOSAL WORKSHEET

Funding availability for ALL requirements of the proposal will not exceed \$600,000 for the initial 21-month period of the contract.

It is expected that the awarded contractor will utilize the entire funded amount and therefore all bidders will be scored the same cost points. The Appendix A-Budget Proposal Worksheet will be evaluated as part of the Technical Approach.

The following is an outline for the basic elements toward which the available funding should be applied. The goal is to maximize the effectiveness of dollars and apply the most resources to the elements that will result in increasing awareness and changing behavior. Therefore, bidders shall apply the most resources toward placement/implementation.

DHHS/TFN offers an example budget distribution as follows:

Planning — 0-5%.

Production — 10-20%. Contractor shall provide production services including, but not limited to, the creation and integration of appropriate taglines into existing creative materials, negotiation of talent fees for creative materials, production of new creative materials approved by TFN/DHHS, and materials/special promotional items.

Implementation/Placement — 70-85%. Paid media, sponsorship/event opportunities, or other public relations activities.

Evaluation — 5-10%. Evaluation shall be planned during the contract period and any optional renewal period. These activities shall measure ad awareness and recall and/or determine the effectiveness of proposed efforts. The awarded contractor will work closely with TFN media and evaluation staff on evaluation.

The submitted budget proposal shall show allocation of the budget according to the areas listed above, and most importantly, provide rationale for the proposed budget allocations.

Upon agreement of all parties, the contractor may make a one-time adjustment to the rate card to be submitted as indicated in the Budget Proposal Worksheet (Appendix A). The one-time adjustment can occur at the end of the 21-month contract and prior to the first one-year renewal (if any).

Bidders must include a complete, current rate card as part of this proposal.

Request for Proposal Number 4430 Z1
Contract Number 58233 O4
Proposal Opening: August 13, 2013

In accordance with Nebraska Revised Statutes §84.712.05(3), the following material(s) has not been included due to it being marked proprietary.

Snitily Carr

1. None

In accordance with Federal U.S. Copyright Law Title 17 U.S.C. Section 101 et seq., Title 18 U.S.C. 2319, the following material(s) has not been included due to them being copyrighted.

Snitily Carr

1. None

Snitily Carr

300 S. 68th Street Place
Lincoln, Nebraska 68510

P 402.489.2121
F 402.489.2727

July 30, 2013

Dear Selection Committee,

Thank you for considering Snitily Carr as the continued marketing partner for Tobacco Free Nebraska. It's hard to believe that we first started working together nearly 12 years ago! Time sure flies, and the landscape has definitely changed. Now we're asking people to retweet, like us on Facebook, or blog about their experiences. And secondhand smoke has been eliminated in all Nebraska workplaces, including bars and restaurants.

With all of these changes, one thing has remained constant—Snitily Carr's dedication to TFN and the tobacco prevention and control effort. We have faced challenges together, such as legislative budget cuts, and celebrated accomplishments, such as the passage of the Nebraska Clean Indoor Air Act. Helping you achieve your goals has always been our primary objective.

While we are very proud of our history with TFN, we are also excited about what's to come as we take on the ever-evolving tobacco industry and develop new and innovative ways to connect with Nebraskans in an increasingly fragmented market. Our focus will continue to be getting results while collaboratively working with the TFN team.

The Tobacco Free Nebraska program has always been much more than an account to us—it's been a mission to save lives. We look forward to the opportunity to continue in this important work together.

Sincerely,



Michael Losee
Director of Healthcare Marketing

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TECHNICAL PROPOSAL

2001

The youth-led movement now known as No Limits begins.

2006

The Surgeon General concludes that there is no risk-free level of exposure to secondhand smoke.

2004

Lincoln becomes the first city in the state to enact a smoke-free air law.

State of Nebraska (State Purchasing Bureau)
REQUEST FOR PROPOSAL FOR
CONTRACTUAL SERVICES FORM

RETURN TO:
State Purchasing Bureau
301 Centennial Mall South, 1st Fl
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Phone: 402-471-2401
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
RFP 4430Z1	June 21, 2013
OPENING DATE AND TIME	PROCUREMENT CONTACT
July 30, 2013 2:00 p.m. Central Time	Robert Thompson

This form is part of the specification package and must be signed and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 4430Z1 for the purpose of selecting a qualified contractor to provide media services for the Tobacco Free Nebraska (TFN) program.

Written questions are due no later than July 1, 2013, and should be submitted via e-mail to as.materielpurchasing@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original and five (5) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:
<http://das.nebraska.gov/materiel/purchasing/rfp.htm>
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request For Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies bidder maintains a drug free work place environment.

FIRM: Snitily Carr

COMPLETE ADDRESS: 300 South 68th Street Place Lincoln, NE 68510

TELEPHONE NUMBER: 402.489.2121

FAX NUMBER: 402.489.2727

SIGNATURE: 

DATE: 7/30/13

TYPED NAME & TITLE OF SIGNER: Michael Losee, Director of Healthcare Marketing

A. TECHNICAL PROPOSAL

1. Request for Proposal Form

Submitted on the previous page.

2. Executive Summary

Snitily Carr has had the privilege of serving as Tobacco Free Nebraska's agency since 2001. During this time, we have partnered with TFN to reduce exposure to secondhand smoke and encourage tobacco users to quit. We've also worked with many other tobacco prevention and public health organizations over the last 12 years, and this combination has given us a tremendous amount of experience as well as a comprehensive understanding of what it takes to successfully implement all facets of this RFP. We believe we are ideally suited to help TFN achieve its goals.

Understanding of Issues/Problems, Objectives, Intended Results, and Scope

Tobacco use is the leading cause of preventable death in Nebraska. Sadly, over 2,300 Nebraskans died from smoking-attributable causes in 2011, and 46,700 Nebraskans suffered from smoking-attributable illnesses that same year. But it's not just tobacco users who are affected, as secondhand smoke also contributes significantly to the illness and death of nonsmokers. Tobacco causes economic burdens as well. In 2011 alone, smoking-related healthcare costs reached \$592 million statewide. Nebraska businesses also lose \$506 million in productivity due to smoking each year.

Meanwhile, the tobacco industry continues to aggressively target Nebraskans with its deadly products. The Campaign for Tobacco-Free Kids estimates that the tobacco industry spent more than \$58 million in marketing to our state alone in 2011.

These statistics underscore the importance of the TFN program, which has been funded through the CDC Office on Smoking and Health since the early 1990s. In 2001, TFN began to receive funding through the Tobacco Master Settlement Agreement, helping the program model the CDC Best Practices for Comprehensive Tobacco Control Programs. Over the years, funding has varied—requiring flexibility and efficiency with media budgets. And while the current Nebraska Unicameral annual allocation is \$2.3 million for the entire program, this amount is only 11.1% percent of the CDC recommended level.

Despite the challenges, TFN continues to maintain a very successful program which has led to lower tobacco prevalence rates and decreased secondhand smoke exposure. The overall goals of the program are to:

1. Help people quit tobacco use (cessation).
2. Eliminate exposure to secondhand smoke.
3. Keep youth from starting.
4. Reach underserved populations.

This RFP specifically addresses the cessation and secondhand smoke goals, and reaching underserved populations is a consideration throughout all campaigns. The measurable program goals and objectives relevant to the media campaign can be found below.

GOAL 1: Reduce Exposure to Secondhand Smoke

- Increase the percentage of adults who say that smoking is not allowed in their home from 84% in 2011 to 88% in 2015.
- Increase the percentage of adults who think smoking should not be allowed anywhere in outdoor parks from 36% in 2011 to 43% in 2015.
- Increase the percentage of adults who say their vehicles are smoke-free from 84% in 2011 to 88% in 2015.

GOAL 2: Promote Tobacco Cessation

- Maintain or decrease the adult smoking prevalence rate of 20% in Nebraska.
- Decrease the 18- to 25-year-old smoking prevalence rate in Nebraska from 25% to 23%.
- Increase the percentage of adults who made a quit attempt in the last year from 56% to 60%.

Goals Specific to the Media Campaign

- Maintain or increase the number of callers to the Nebraska Tobacco Quitline who say they heard about the Quitline through the media.
- Maintain or increase the number of visits to QuitNow.ne.gov.

Our role as contractor will be to support these efforts and objectives by assisting in the development and implementation of a statewide media campaign to raise awareness about the health effects of secondhand smoke, encourage tobacco cessation, and promote the Quitline.

Solution Highlights

TFN has made great progress, but the tobacco industry continues to target Nebraskans. We simply can't afford to lose momentum. Any increase in tobacco use directly affects the health and pocketbooks of people across the state.

This is where Snitily Carr's experience and approach become crucial. We can hit the ground running with the seamless implementation of a plan to address key tobacco issues and accomplish the goals of the program.

Our approach includes three overarching strategies:

1. **Collaboration** – We know firsthand that collaboratively working with TFN is the best way to achieve results. We will continue to build on the strong working relationships we have developed over the past 12 years, providing constant communication and sharing of knowledge.

2. **Maximized Value** – We can't outspend the tobacco industry, but we can stretch your budget and maximize the value of every marketing tactic. Our technical proposal includes multiple strategies for maximizing value such as achieving extensive bonus and value-added opportunities as well as a \$25,000 credit for production services.
3. **Strategic Planning and Implementation** – Our experience in tobacco prevention and control, knowledge of Nebraska, and strong industry relationships allow us to design a plan that offers the greatest impact for your budget. To accomplish this, we'll dedicate the bulk of available dollars to the category with the highest payoff. Higher spending in implementation will ensure that you get your message to the target audience(s).

Our plan includes multiple strategies tailored to achieve maximum impact—including a mix of traditional media, public relations, online marketing, and social media.

The cessation campaign targets adult tobacco users aged 25–54 and young adult social smokers and tobacco users aged 18–24. Specific tactics include sponsorships, network and cable TV, radio, print, and online marketing. Our plan also includes recommendations for building on the promotion of TobaccoCostsYou.com and TobaccoHurtsBusiness.ne.gov as well as the development of a smartphone app.

The secondhand smoke campaign targets parents of young children (smokers and nonsmokers) along with a general adult audience of smokers and nonsmokers aged 19 and over. Recommended campaign tactics include network and cable TV, statewide radio, behavioral targeting of online ads, and public relations efforts.

Existing materials for both the cessation and secondhand smoke campaigns are current and relevant, and we think it's best to utilize these materials for this campaign. In addition, we recommend expanding the origami campaign by developing new materials for other recommended media.

Public relations activities are also part of the overall plan for both the cessation and secondhand smoke campaigns. Elements include media relations, social media integration, development of partnerships, and content development to further enhance communication with target audiences.

We will also use evaluation methods to measure the effectiveness of specific campaign elements. This includes search traffic monitoring, social media monitoring, and website analysis. In addition, constant monitoring of the TFN media schedules will ensure your message is being delivered to the right audience at the right time.

Our plan is flexible, allowing for future messaging adjustments and the ability to take advantage of opportunities that arise over the course of the campaign.

Summary of How the Technical Proposal Meets the RFP Requirements

Our plan fulfills the project scope and all of the business and project requirements outlined in this RFP. Specifically, we provide a comprehensive, statewide media campaign that is strategic and offers high-impact marketing tactics. It applies proven methods of social marketing and utilizes traditional and new media tactics to address the specific goals of the project.

We have a proven track record of maximizing exposure for TFN's messaging, and our campaign plan will again deliver extensive bonus and value-added opportunities to further enhance your budget. Each quarter, our media tactics and demographic targeting will reach 85% of your audience and deliver an average of 1,200 targeted rating points (TRPs) during the campaign introduction. We expect 800 TRPs each quarter thereafter.

Summary of Qualifications

As we seek the renewal of the marketing relationship between TFN and Snitily Carr, we hope to demonstrate our value and ultimately prove that Snitily Carr is the ideal partner to help you achieve results again. Our qualifications include:

Tobacco Prevention and Control Experience

Serving as TFN's agency and working with other tobacco control organizations for the past 12 years, Snitily Carr has acquired tremendous experience with Nebraska tobacco issues. We are familiar with the key tobacco research, resources, and partners, and we know the issues, opportunities, and challenges firsthand. We understand the five stages tobacco users go through when trying to quit, the manipulation of the tobacco industry, and the approach needed to address tobacco-related issues. This experience gives us an advantage when implementing your new campaign.

Government Agency and Nonprofit Experience

From the State of Nebraska to nonprofit coalitions, we have a complete understanding of the public procedures, policies, and open accountability that are often required. As a result, we know how to track and document all activity and billing to accurately fulfill all aspects of this RFP.

An Unmatched Knowledge of Nebraska

Snitily Carr's work with multiple State of Nebraska media campaigns, including more than a decade with the Nebraska Tourism Commission, has given us unmatched knowledge of the people and places of Nebraska and the best media outlets to reach them. Our longstanding relationships with media outlets statewide enable us to evaluate and negotiate the very best deals on behalf of our clients.

Social Marketing Experience

Snitily Carr's extensive work for public health and cause-related clients has given us comprehensive experience in marketing issues related to long-term behavior change. We fully understand how social marketing differs from traditional product or service marketing and are able to leverage this experience when developing messages that reach and resonate with audiences.

Experience with Underserved Populations

Snitily Carr has experience with and is sensitive to minority and underserved populations. We understand these populations are major targets of the tobacco industry and that culturally appropriate messaging and media are key to connecting with a diverse group of Nebraskans.

A Dedicated Team

Your Snitily Carr team consists of veteran creative, strategic, and account service professionals—all with direct experience in tobacco prevention and control. We don't just "work on the account." We're committed to the cause. On our own time we attend coalition meetings, stay informed on the issues, and serve as active advocates in our community.

Comprehensive Resources and Services

Snitily Carr's complete spectrum of services all under one roof is unique from other advertising firms and provides significant benefits to our clients. With comprehensive in-house resources, we are able to eliminate the middleman. As a result, our clients gain enhanced communication, better efficiency, and superior value.

Responsiveness

Our long list of in-house capabilities also results in unequaled responsiveness. From creative to social media to Web programming, Snitily Carr has people in place to handle any project efficiently and effectively. If something changes, an opportunity arises with little warning, or we need to problem-solve an issue, we have the experts on hand and ready to get the job done. Having these available resources also makes it possible to work more cohesively and efficiently, which means TFN receives a more consistent and cost-effective product.

Partnerships

Snitily Carr has built strong associations with the tobacco prevention industry and the state's many media outlets. The goal of these relationships is to use our expertise to help tobacco prevention efforts. Negotiating higher bonus weight has resulted in tremendous value-added opportunities. In the past three years alone, Snitily Carr has negotiated an average bonus match on media of 96% on behalf of TFN—nearly doubling your budget. We are committed to maintaining, and even improving, this number by continually reaching out to media organizations and strengthening the relationships already in place.

With our breadth of experience and knowledge, Snitily Carr is the partner you need. Together, we can build on the past success of TFN and continue to create change throughout the state.

3. Corporate Overview

a. Bidder Identification and Information

Company Name..... Snitily Carr
Federal Employer Identification Number 47-0797827
Address..... 300 South 68th Street Place
Lincoln, NE 68510
Primary Contact..... Mike Losee, Director of Healthcare Marketing
Phone..... 402.489.2121
Fax..... 402.489.2727
Email..... mike@snitilycarr.com
Website..... SnitilyCarr.com

Snitily Carr was founded in 1992 as David J. Snitily Video Productions, a sole proprietorship. In 1996, the company became Snitily Carr Production Group Incorporated, a State of Nebraska Sub S Corporation with Dave Snitily and Doug Carr as its sole stockholders. In 2002, the agency name was simplified to Snitily Carr. Today, Dave Snitily and Doug Carr continue as the only stockholders in the company.

b. Financial Statements

Snitily Carr has been a privately held company for 21 years. We currently have 38 full-time employees. Snitily Carr is a financially strong, debt-free company with a perfect track record of making timely payments to vendors and providing payroll to employees.

Our current client base includes more than 110 active clients located in Nebraska and across the nation. Our work for these clients ranges from small projects to comprehensive campaigns. We currently serve as the agency of record for 35 of our active clients.

A large segment of our work falls into the social marketing category where our ultimate goal is to positively influence the social behaviors of individuals and society. Over the years, we have worked on a wide range of projects focused on advancing public health and wellness. This includes extensive experience working with tobacco prevention and control programs.

Social Marketing, Health, and Wellness Clients

American Cancer Society	Nebraska Attorney General Internet Safety Program
Boomer Essiason Foundation	Nebraska Community Blood Bank
Catholic Health Initiatives Nebraska	Nebraska Department of Roads – Safe Routes Nebraska Program
Child Guidance Center	Nebraska Medication Education for Disposal Strategies
Columbus Community Hospital	Nebraska Heart Institute & Heart Hospital
Community Connections	Nebraska Medicare Reform Project
DHHS – Adolescent/Lifespan Health Services	Nebraska Vocational Traumatic Brain Injury Program
DHHS – Every Woman Matters Program	Partnership for a Healthy Lincoln
DHHS – Gamblers Assistance Program	People United for Families
DHHS – Perinatal Depression/Childhood Mental Health Project	Ponca Tribe of Nebraska Health Department
DHHS – Tobacco Free Nebraska	PRIDE-Omaha, Inc.
DHHS – Tobacco Free Nebraska: Youth Empowerment Movement (No Limits)	Pro-Health Systems
East-Central District Health Department	Region 6 Behavioral Health
Environmental Hazards Program	Saint Elizabeth Regional Medical Center
Floyd Valley Hospital	Saint Francis Medical Center
Good Samaritan Hospital	Saint Mary's Community Hospital
Health Connections	Southeast Nebraska Behavioral Health Information Network
Health Education Inc.	Southeast Nebraska Prevention Coalition
Henderson Health Care Services, Inc.	The Physician Network
Lancaster County Crusade Against Colon Cancer	Tobacco Free Buffalo County
Lancaster County Health Department: Diabetes Prevention & Control Coalition (ActionNow!)	Tobacco Free Cass County
Lancaster County Health Department: Safe Travel Program	Tobacco Free Lancaster County
Lancaster County Substance Abuse Action Coalition	Tobacco Free Platte County
Lincoln Council on Alcoholism & Drugs	Tobacco Free Sarpy County
LiveWise Coalition	United Way of Lincoln and Lancaster County
Metro Omaha Tobacco Action Coalition	Voices of Hope

Additional Clients

B&R Stores

Bright Directions (College Savings Program
of Illinois)

CollegeCounts (College Savings Plan of Alabama)

Cornhusker Bank

Greater Omaha Chamber of Commerce

Lincoln Chamber of Commerce

Lincoln Saltdogs

Nebraska Game and Parks Commission

Nebraska Tourism Commission

Sid Dillon

University of Nebraska

Wayne State College

Snitily Carr's spectrum of services all under one roof is unique from most advertising firms and provides significant benefits—responsiveness, enhanced communication, greater efficiency, and superior value—to our clients. Our areas of specialization and expertise include:

Creative..... branding, identity, campaign development, copywriting, design

Strategy..... research, account planning, marketing plan development

Public Relations..... corporate communications, press releases, event planning, media training,
guerilla marketing, social media content development, media tours, media
relations, crisis management

Media..... planning, placement, trafficking, management

Interactive Marketing..... Web, Flash, 3-D animation, kiosk programs, podcasts, online games, mobile
marketing, social media, viral marketing, search engine optimization (SEO)

Traditional Marketing..... broadcast, print, photography

Banking Reference..... Barry Lockard, President

Cornhusker Bank
1101 Cornhusker Highway
Lincoln, NE 68521

Phone: 402.434.2225

Email: barry.lockard@cornhuskerbank.com

Snitily Carr has no judgments, litigation, or other real or potential financial reversals pending.

c. Change of Ownership

Snitily Carr does not anticipate any change in ownership or control of the company during the 12-month period following this proposal due date.

d. Office Location

Snitily Carr is located at 300 South 68th Street Place, Lincoln, NE 68510.

e. Relationships with the State

Snitily Carr has had and continues to have many positive relationships with the State of Nebraska. We are proud to submit the State of Nebraska contracts we have had within the last three years:

Nebraska Department of Health & Human Services – Tobacco Free Nebraska (SCA-0204)

Snitily Carr has served as the agency of record for the Tobacco Free Nebraska program since 2001. In this role, Snitily Carr provides strategic planning, focus group facilitation, media buying, creative development, and several production services (including print, TV, radio, and interactive).

Nebraska Department of Health & Human Services – Tobacco Free Nebraska: Youth Empowerment Movement (SCA-9639)

In January 2005, Snitily Carr became the agency of record for Tobacco Free Nebraska's Youth Empowerment/Prevention program. As such, we have provided staffing as well as strategic and creative implementation to support the efforts of the program.

Nebraska Tourism Commission (SCA-0166)

Snitily Carr has maintained a close working relationship with the Nebraska Tourism Commission since 1996. For the first four of those years, we fulfilled audio and video production needs. In January 2000, Snitily Carr was named the advertising agency of record for the Commission and began providing comprehensive advertising and marketing services including audience research; strategic planning; media buying; creative and message development; and production of print, TV, radio, and outdoor for both in-state and out-of-state audiences.

Nebraska Department of Health & Human Services – Gamblers Assistance Program (SCA-51849)

In April of 2012, Snitily Carr was awarded the contract to develop and implement Nebraska's problem gambling public awareness campaign. Activities include strategic planning, creative development, focus group research, media planning and placement, production services, website development, and public relations.

Nebraska State Treasurer's Office (No contract number is available.)

Through 2010, Snitily Carr was the agency of record for the College Savings Plan of Nebraska, a 529 plan sponsored by the State Treasurer and managed by Union Bank & Trust Company. As such, Snitily Carr provided strategic planning, media buying, and creative production (including print, TV, and radio).

University of Nebraska (SCA-7044)

Snitily Carr has been the vendor of choice to create animation for the University of Nebraska's HuskerVision department since 1994. The elements of this ongoing project include the design and implementation of animated graphics, strategic planning services, and the development of partnerships with University corporate sponsors.

Nebraska Game and Parks Commission (No contract number is available.)

Snitily Carr has worked with NGPC on several programs and campaigns throughout the past 11 years. Prior to 2009, we supplied strategic planning, media placement, and specific media campaigns for the Reel in Rewards program. Since that time, our role has expanded to include strategic and media planning as well as creative and message development for a variety of landowner and consumer programs.

Nebraska Department of Roads – Nebraska's Byways Program (SCA-970246)

Beginning in January of 1997, Snitily Carr has helped serve the Department of Roads in its efforts to provide information to travelers and visitors by developing a website, an interactive kiosk program, audio recordings, brochures in multiple languages, a statewide passport program, fourth-grade classroom projects, and a variety of videos. These projects included research, strategic planning, public relations, scriptwriting, graphic design, and editing elements.

Nebraska Department of Roads – Safe Routes Nebraska (No contract number is available.)

In 2005, Congress passed the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users, which designated \$612 million toward developing a National Safe Routes to School program. Nebraska received a portion of that money through the Nebraska Department of Roads to fund education, planning, and implementation of Safe Routes to School plans and programs. The Nebraska Department of Roads and Sinclair Hille Architects selected Snitily Carr as a subcontractor to provide marketing services for the statewide program, which seeks to combat childhood obesity by encouraging Nebraska children to walk and bike to and from school.

Nebraska Department of Motor Vehicles (No contract number is available.)

In December 2011, the Nebraska DMV partnered with Snitily Carr to bring attention to upcoming changes in the state's drunk driving laws and help inform the public about the use and benefits of the interlock system. The campaign was primarily directed at males aged 18–35 throughout Nebraska and included a wide range of services including media consulting and the production of a video, TV and radio commercials, a brochure, and a poster.

f. Bidder's Employee Relations to the State

Snitily Carr's Director of Broadcast Services was employed by the State within the past 12 months as a visiting lecturer at UNL.

Quentin Farley
University of Nebraska-Lincoln
Visiting Lecturer – Visual and Aural Literacy: Videography
January–May 2013

g. Contract Performance

Snitily Carr has never had a contract terminated for default, nor has it had a contract terminated for convenience, nonperformance, nonallocation of funds, or any other reason.

h. Summary of Bidder's Corporate Experience

Snitily Carr offers a tremendous amount of corporate experience reflective of the project requirements—the most notable of which is our experience as Tobacco Free Nebraska's agency of record for the last 13 years. In addition, Snitily Carr has worked with numerous other clients and projects in tobacco prevention and public health.

The following matrix underscores a sampling of the projects approaching the size and scope of work outlined for this contract.

Non-Profit Health & Wellness Clients

	Government Agency	Nebraska Statewide Media Campaign	Social Marketing Issue	Multi-Cultural Audiences
Tobacco Prevention Clients	Community Connections		X	X
	DHHS - Tobacco Free Nebraska	X	X	X
	DHHS - Tobacco Free Nebraska: Youth Empowerment Movement	X	X	X
	Lincoln Council on Alcoholism & Drugs		X	X
	Metro Omaha Tobacco Action Coalition		X	X
	Ponca Tribe of Nebraska Health Department		X	X
	Tobacco Free Buffalo County		X	X
	Tobacco Free Cass County		X	?
	Tobacco Free Lancaster County		X	X
	Tobacco Free Platte County		X	
	Tobacco Free Sarpy County		X	
	Tri-County Media Coalition		X	X

Continued on the following page »

	Government Agency	Indigenous Language Media Campaign	Social Marketing Item	Multi-Cultural Initiatives
Additional Clients	Columbus Community Hospital			X
	Colombian Community Health Center			X
	Colombian Community Health Center			X
	Colombian Community Health Center			X
	Colombian Community Health Center			X
	Colombian Community Health Center			X
	Colombian Community Health Center			X
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	Colombian Community Health Center			X
	Colombian Community Health Center			X
	Colombian Community Health Center			X
	Colombian Community Health Center			X
	Colombian Community Health Center			X
	Colombian Community Health Center			X
	Colombian Community Health Center			X

The following three narrative descriptions offer insight into projects similar to the scope of this request for proposal.

DHHS – Tobacco Free Nebraska

Time period of project: 2001–present

Scheduled completion date: 2001–present

Actual completion date: Campaign is currently running as scheduled

Scheduled budget: Averages \$400,000 per year

Actual budget: Averages \$400,000 per year

Prime contractor: Snitily Carr

Subcontractor: Wiese Research Associates (WRA)

Reference: Monica Pribil, Program Coordinator

DHHS – Tobacco Free Nebraska

301 Centennial Mall South

Lincoln, NE 68509

Phone: 402.471.0777

Fax: 402.471.6446

Email: monica.pribil@nebraska.gov

Project Overview...

Since 2001, Snitily Carr has served the Nebraska Department of Health & Human Services' Division of Public Health to develop and implement a statewide awareness and education campaign to support the comprehensive efforts of the Tobacco Free Nebraska (TFN) program. Throughout the years, objectives have included eliminating exposure to secondhand smoke, helping people quit tobacco use, preventing youth from starting tobacco use, and reaching underserved populations with the anti-tobacco message.

The program has focused on three primary campaign themes that coincide with the objectives of the program: cessation, secondhand smoke, and youth prevention.

Challenge...

Creating change in social behavior that is rooted in addiction while also combating the billion-dollar tobacco industry and its high-powered marketing tactics is the primary challenge for the program. In addition, we must spread the message to every corner of the state and a variety of target audiences.

The facts speak for themselves: In the United States, tobacco-related diseases account for more than 400,000 deaths each year. Of those deaths, more than 2,300 are Nebraskans. The State of Nebraska spends more than \$592 million annually on healthcare costs due to smoking. Despite these statistics, tobacco use is prevalent.

Target Audiences...

The target audiences for the cessation campaign include adult tobacco users aged 25–54, young adult social smokers and tobacco users aged 18–24, employers of young adult tobacco users, and physicians. The demographic for the secondhand smoke campaign includes parents of young children, smokers and nonsmokers, and a generalized audience of those aged 19 and older. The youth prevention target audience is broken into two segments comprised of youth (those in grades 9–12 and those in grades 6–8) who are not current users of tobacco.

Strategy...

Because we could not outspend the billion-dollar tobacco industry, we knew it would be imperative to form partnerships and incorporate strategic tactics in order to achieve results. With this in mind, a priority was placed on stretching the budget and achieving maximum exposure.

To do this, we implemented multiple strategies including creating partnerships with media outlets, which helped us achieve excellent reach and frequency in our media buys; negotiating extensive bonus and value-added exposure; and utilizing our comprehensive in-house production facilities, thereby eliminating middleman markups. In addition, we focused on media placement surrounding events that trigger smokers to think about either smoking (stressful times such as tax season and the holidays) or cessation (the Great American Smokeout and New Year's Day).

Our strategy also included working collaboratively with TFN and its partners. Constant communication helped us avoid costly trial-and-error processes throughout each campaign. Furthermore, we used a combination of existing research and primary research to ensure our messages were on target.

Creative...

Snitily Carr worked with the TFN team to create unique, results-oriented messages. We also utilized existing messages available from the CDC's Media Campaign Resource Center. For each campaign, messaging and creative approach was tested to confirm its effectiveness. Initial research obtained by our subcontractor (WRA) was a valuable tool in the early stages of the creative process.

TFN Branding – Snitily Carr, in collaboration with the TFN team, established the program brand, which included development of the logo and tagline and set the tone of being pro-health versus anti-smoker. These elements have served as the foundation for all campaigns.

Cessation – Research has shown that tobacco users go through several stages while attempting to quit—precontemplation, contemplation, preparation, action, and maintenance. Therefore, the messaging used in cessation advertising needed to account for the fact that members of the target audience could be at any of these stages and could not be pushed into action until they were at an appropriate stage. It had to be about the Nebraska Tobacco Quitline being there for them when they're ready to quit.

Utilizing research that pointed to the reasons why people smoke and chew tobacco, we created the Triggers TV campaign to promote the Quitline. Focus group testing revealed that certain things throughout the day, such as stress and social environments, can trigger the urge to smoke and chew tobacco. By pointing out these triggers, we educated the audience about their own triggers and built awareness of the Quitline. We also created a feeling of empathy for the smoker and chewing tobacco user, breaking down their defenses and creating an environment where they felt comfortable seeking help.

The follow-up for the Triggers campaign was a series focused on the financial and social aspects of tobacco use. Research indicated that the cost associated with tobacco use and the effects it can have on relationships are primary considerations for quitting. The new campaign utilized an attention-grabbing video treatment as dollar bills were transformed origami-style to represent things and relationships that tobacco users might be missing out on. The call to action for the cessation ads again featured the Nebraska Tobacco Quitline information and an empathetic tone.

Continuing with the angle of financial and social drawbacks, the What's Tobacco Costing You? campaign was developed to target young adult tobacco users. Designed to highlight what tobacco users were missing out on because of their tobacco use, this campaign included a website, video contest, Twitter profile, and poster. The look and messaging of this campaign were developed solely for the young adult audience, and the website was built as a single page with a responsive design to appeal to the incredibly high number of mobile device users in this demographic.

A portion of recent marketing efforts were focused on a newly defined target audience for TFN—employers. Businesses that employ the young adult audience were targeted using print advertising, online advertising, an email campaign, and a website. All elements featured messaging explaining the additional costs (monetary and otherwise) associated with employees who use tobacco. Resources were created to help these organizations encourage employees to become tobacco-free: fodder for newsletter articles and emails, a poster, sample policies, and activity ideas.

Other tactics used to promote tobacco cessation included social media advertising, a Facebook app enabling users to count their smoke-free days, transit advertising that focused solely on the amount of money the average tobacco user spends in a year, and a text messaging campaign that provided a Quit Spit Kit to anyone who responded to the text. We also created a campaign that targeted physicians and their patients. The ads reminded physicians to talk to their patients about quitting and encouraged patients to ask their doctors for information about how to quit.

Secondhand Smoke – The primary goal for each of the environmental tobacco smoke campaigns was to educate consumers about the harmful effects of secondhand smoke. The first campaign, consisting of TV and radio spots, illustrated the danger of secondhand smoke by highlighting the dangerous chemicals and toxins it contains. By focusing on parents that smoke in their vehicle and home while their children sit nearby, we were able to emphasize the helplessness of children and the need for adults to make a change.

The second campaign took more of an "ick factor" approach to secondhand smoke, using cigarette ash in a graphic manner to illustrate exactly what parents expose their children to by smoking around them. The focus was again on smoking in vehicles and at home, and both TV and radio spots were produced with a strong call to action.

In addition to traditional secondhand smoke campaigns, Snitily Carr worked with TFN to launch a statewide Smoke-Free Housing movement. The campaign provided landlords with the important benefits of making their rental properties smoke-free and encouraged them to create smoke-free policies.

Youth Prevention – The youth prevention campaign began with research that indicated youth are more receptive to messaging when they feel they're not being preached to. They desire legitimacy with little hype and the ability to make their own choices. They do not like to be controlled.

With this in mind, we created a new marketing campaign targeted at youth with phrases like "You're in control. Choose not to chew." and "Take control." as the primary message. The peer-to-peer creative approach used in the campaign resonated well with the target audience.

Throughout the development of creative messaging, Snitily Carr was sensitive to the state's minority populations by including diversity in the campaigns.

Marketing Activities...

Snitily Carr provided a wide range of services for each of these campaigns including media planning and placement, market research and focus group testing, campaign development and production, media advocacy, earned media, public relations, and communications support. Throughout it all, we worked collaboratively with the client to maximize exposure and effectiveness.

In addition, Snitily Carr consistently reviewed unique opportunities to target and connect with TFN's audiences. The sponsorship of Nebraska rodeos and the Nebraska State Fair, development and distribution of the Tobacco Free Times, creation of gas pump toppers, and inclusion in the Junior Broadcaster competition and River City Roundup Chronicles were incorporated activities. We also employed activities specific to minority and at-risk populations, implementing targeted media buys in niche publications and creating Hispanic materials for print, TV, radio, and outdoor. On the public relations front, we helped create and facilitate interviews with TFN staff and coalition members on a variety of TV and radio programs.

In total, our marketing efforts for TFN have utilized a wide range of capabilities: message development, branding, materials creation, and media planning and placement for TV, radio, outdoor, print, Web, theatre, airport dioramas, posters, and text messaging.

Results...

The TFN marketing efforts have proved to be extremely successful. With each campaign, we reached out to multicultural audiences across the state, and the various campaigns have received high recognition and recall. In addition, extensive bonus weight and significant value-added opportunities from media outlets along with proper media planning and placement allowed us to get the right message to the right people.

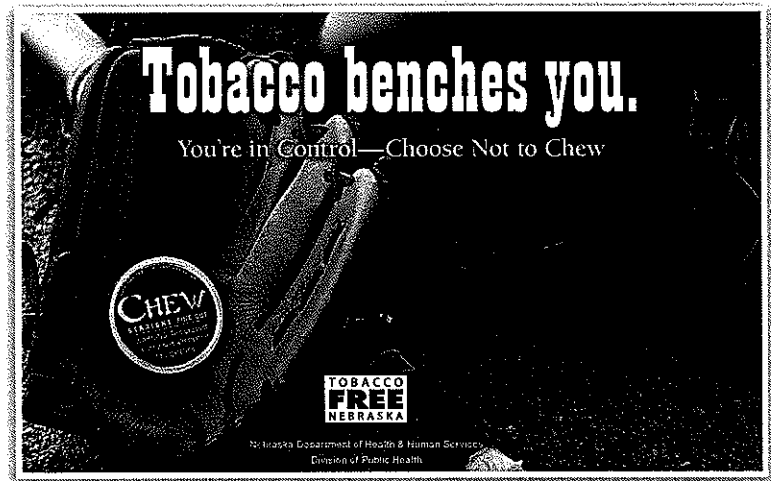
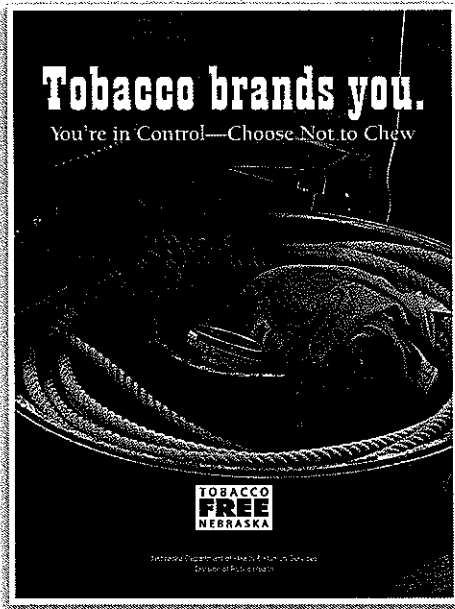
Snitily Carr's media department has been highly efficient at finding and negotiating prime media placement for the campaigns, helping to maximize the program's budget. In fact, we nearly doubled the TFN media budget through value-added bonuses we received through our established partnerships.

Working in conjunction with the initiatives of the TFN program, these media efforts contributed to an increase in call volume to the Quitline, a decline in youth smoking and chewing tobacco, and an increase of Nebraskans who believe secondhand smoke is harmful. They also helped pave the way for smoke-free ordinances in Lincoln, Omaha, Grand Island, and, ultimately, the entire state.

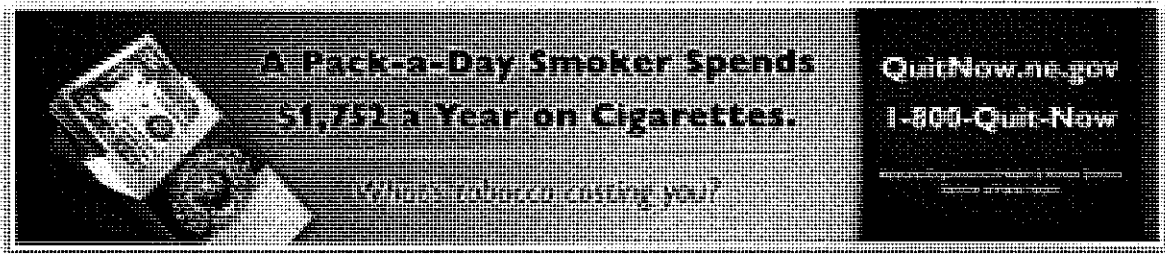
Similarities to Tobacco Free Nebraska's Media Campaign...

Our role serving TFN over the past 13 years is similar in every aspect of the size, scope, and complexity of the work outlined in this RFP. Parallels between the two include:

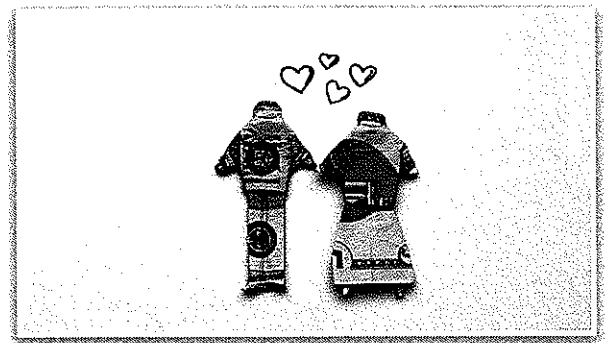
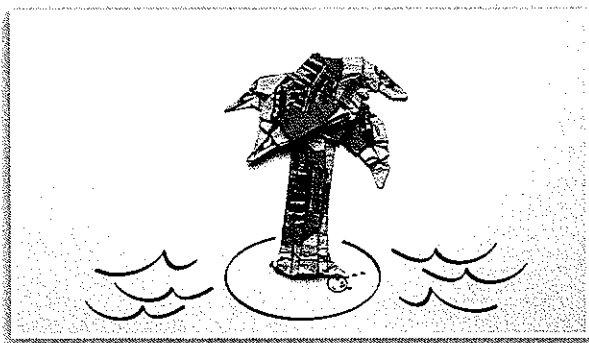
- A statewide public awareness campaign with the objectives to promote tobacco cessation and reduce exposure to secondhand smoke.
- Target audiences of parents of young children, adult tobacco users aged 25–54, and young adult social smokers and tobacco users aged 18–24.
- Promotion of the Nebraska Tobacco Quitline.
- Employment of strategies for underserved populations to eliminate health disparities.
- Competition from the large, well-organized, and well-funded tobacco industry.
- Funds and oversight provided by government entities.
- The need for detailed reports, transparency, and continual communication.
- A collaborative working relationship with the State of Nebraska to apply experience, research, and knowledge to the project at hand.
- Appropriate use of interactive and alternative media, including social media.
- The requirement for a comprehensive, start-to-finish campaign that includes development of strategy and tactics, creative conception and implementation, and ongoing evaluation.



Chewing Tobacco Awareness Print Ads




Cost of Tobacco Transit



Cost of Tobacco TV Spots

Talk to your patients about quitting tobacco.



Three minutes of your time could add years to their life.

Nebraska Tobacco Quitline
QuitNow.ne.gov | 1-800-QUIT-NOW

Tobacco Free Nebraska - Nebraska Department of Health & Human Services - Division of Public Health

Tough, yes.
Impossible, no.

Talk with your doctor about how you can quit smoking at your next appointment.

Nebraska Tobacco Quitline
QuitNow.ne.gov | 1-800-QUIT-NOW

Tobacco Free Nebraska - Nebraska Department of Health & Human Services - Division of Public Health

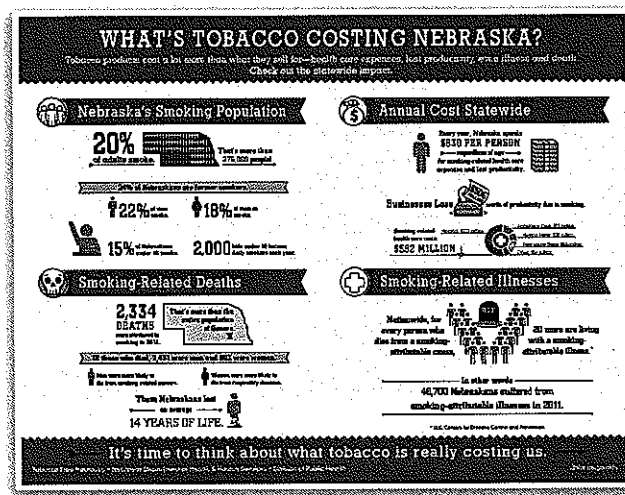
Tough, yes.
Impossible, no.

Talk with your doctor about how to quit tobacco.

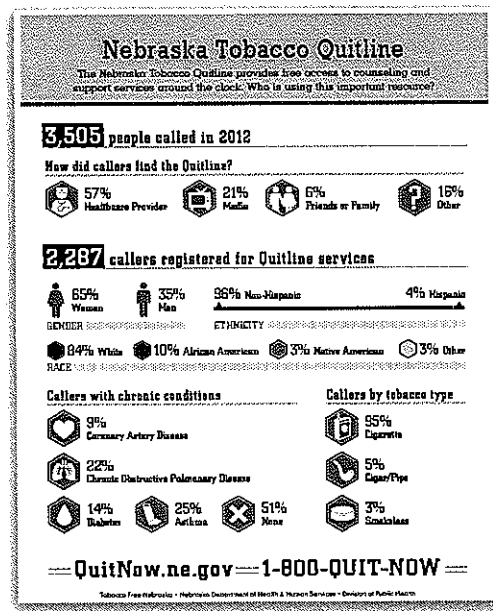
QuitNow.ne.gov
1-800-QUIT-NOW

Tobacco Free Nebraska
Nebraska Department of Health & Human Services
Division of Public Health

Doctor and Patient Posters and Web Banner



Cost of Tobacco Infographic



Nebraska Tobacco Quitline Infographic



Employer Campaign Logo



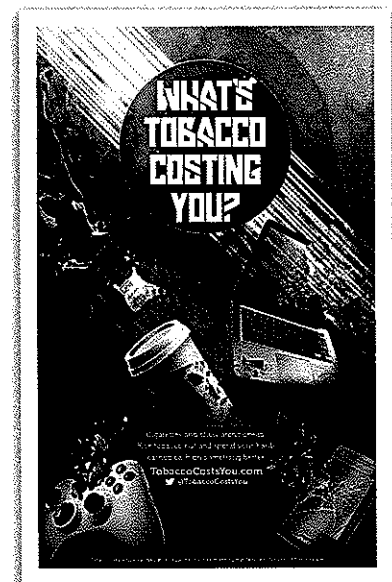
Employer Campaign Print Ad



Young Adult Campaign Logo



Young Adult Campaign Website



Young Adult Campaign Poster

DHHS - Tobacco Free Nebraska: Youth Empowerment Movement

Time period of project: 2005–present

Scheduled completion date: 2005–present

Actual completion date: Campaign is currently running as scheduled

Scheduled budget: Averages \$230,500 per year

Actual budget: Averages \$230,500 per year

Prime contractor: Snitily Carr

Reference: Amanda Mortensen, Community Health Educator – Sr.

DHHS – Tobacco Free Nebraska

301 Centennial Mall South

Lincoln, NE 68509

Phone: 402.471.9270

Fax: 402.471.6446

Email: amanda.mortensen@nebraska.gov

Project Overview...

Snitily Carr has provided organization, communication, training, and leadership services for the Tobacco Free Nebraska Youth Empowerment Movement (No Limits) since 2005. The statewide program seeks to control tobacco use among youth aged 12–17 through youth-led efforts.

No Limits is a grassroots movement with few dollars dedicated to traditional advertising. Traditional prevention advertising to the 12- to 17-year-old audience is largely ineffective; therefore, a youth empowerment model has been adopted to leverage the rebellious nature of the target market. By exposing the manipulative tactics of the tobacco industry and empowering youth to oppose the industry, strides have been made in tobacco prevention efforts among Nebraska's younger population.

The primary program objective is to prevent initial tobacco use among Nebraska's youth. Additionally, the program meets the goals to eliminate exposure to secondhand smoke as well as identify and reduce tobacco-related use and its affects among different population groups.

For the initial contract, Snitily Carr partnered with the American Cancer Society. In 2006, Snitily Carr became the sole contractor, providing all management and organizational aspects of the project. To fulfill these services, Snitily Carr hired a project coordinator and an assistant project coordinator devoted exclusively to No Limits activities.

Challenge...

The overarching challenge is the way the tobacco industry aggressively targets youth to become addicted to its deadly products. One of our first tests was to determine how best to reach the target audience and then empower them to get involved. Because the program is youth-led, it was imperative to find both traditional and nontraditional youth leaders willing and capable of taking ownership of the program. Getting youth involved can be difficult because they lead such active lives and are involved in many projects and activities. Competing for their time, energy, and enthusiasm (as well as that of the adult sponsors) can be tough.

While the initiative sought to reverse the traditional roles of adult and youth decision makers, it still needed to provide a structure for the overall program. The structure, however, had to allow for customization based on local needs and involvement. Customization was also important to create an environment of empowerment for the youth. Another challenge existed in the development of messaging and creative. In order to have the most impact with youth, we needed to make sure messaging and materials appealed to their tastes while still conforming to the requirements of a government program.

Target Audiences

The target audience for the program is a diverse group of youth aged 12–17. This multifaceted demographic represents kids in a wide age and developmental range: youth living in both rural and urban areas, those in underserved populations and minority groups, individuals who have never used tobacco, and both former and current tobacco users.

Strategy

Our overall strategy was to empower youth to take ownership of the program by allowing them to be a major part of all decision-making processes and to create an infrastructure for the program to support the resulting efforts. Developing an organizational structure that can continue to sustain a program that educates, empowers, and activates youth was also a cornerstone of the strategic approach.

To reach youth, we had to be where they were. We needed to create a strong online presence, take part in social networking, sponsor events, visit schools, and become involved in community and faith-based groups in order to create strong peer-to-peer communication about tobacco prevention.

To ensure we were reaching minority groups, we developed relationships with leaders and youth in Hispanic, African American, and Native American communities; rural health departments; and other organizations that reach out to these populations. We also targeted recruitment efforts to minority and underserved populations, giving them multiple opportunities to participate. Extra efforts were also made to reach out to youth who were current or former tobacco users.

In regard to messaging, our strategy was to position the tobacco industry as something youth should rebel against. It was determined early on that a traditional health message would be lost on the target audience because most had already heard that message in school. Focusing on the tobacco industry would give youth something to rise up against, which is much more motivating and, ultimately, more effective.

Creative

All creative messaging was spearheaded, tested, reviewed, and approved by youth. In 2005, the youth decided to rebrand the program, overseeing the creation of a new logo and selection of colors. Snitily Carr assisted with these efforts.

In 2006, the No Limits Youth Advisory Board worked with Snitily Carr to develop the tagline Defy the Lie. Fight Big Tobacco. The tagline made it clear that No Limits was a tobacco-prevention and empowerment program. The tagline has become the program's mantra and is prevalent on all materials.

The Youth Advisory Board members identify initiatives based on current tobacco issues, and creative messaging is developed to resonate with their peers. The different creative messages have included the following: We Don't Want to Hear It, which focused on the lies of the tobacco industry; Take a Stand Against Big Tobacco; and Join the Clean-Air Revolution, which promoted smoke-free parks.

Because the target audience is extremely Web savvy, every promotional piece features a call to action driving them to NoLimitsNebraska.com. A portal of information, the site contains statistics and facts about tobacco, activism toolkits, event details, board member listings, interesting links, and more. The site is continually updated to provide current information on activities and serve as a resource for the group.

Marketing Activities

A leading marketing activity has been the creation of large statewide events called Activism Summits. These events provide youth with valuable training so they can return to their communities and spread the message against the tobacco industry through activism. At the summit, youth learn how to develop an overall structure for their program and then tailor it to fit the needs of their community. They also learn how to create partnerships with existing groups on a local level and build relationships and share information with other state youth prevention programs. Mini-grants are also an important part of the summit. Participants are walked through the application process to obtain grant money to fund local tobacco-prevention programs and activism events.

More recently, we expanded our activities to include a variety of tactics such as new gear, a branded website, social media (Facebook and Twitter), newsletters, and email blasts and alerts. In addition, we conducted statewide research with youth in the form of an online survey and focus groups to ensure that messaging resonated with the youth and delivered a strong call to action to participate. Adult focus groups were also facilitated to ensure that we were effectively reaching out to sponsors. Adult sponsors are important, as they influence the youth's level of involvement and follow-through. As we proceed, we are constantly monitoring new tactics such as texting and gaming to determine how they might fit into the marketing strategy.

Other activities and activism events include Kick Butts Day youth rallies, Through With Chew Week training, World No Tobacco Day promotions, and attendance at legislative hearings involving tobacco issues and tobacco industry shareholder meetings. Tobacco education presentations to schools and other youth-based organizations, public relations events, and additional outreach activities are consistently a part of the marketing for No Limits.

Results

The No Limits program has been extremely successful in engaging youth in educational and activism activities. Since its inception, thousands of teens have been registered in the program with nearly 100 of those youth fulfilling a leadership role on the Youth Advisory Board. Many of these board members—which include Native Americans, LGBT youth, former smokers, and rural and urban youth—have served multiple terms.

Other indications point to success in the Youth Empowerment Movement as well.

- More than 1,000 youth have attended Activism Summits since 2005.
- Since 2006, 113 adults have participated in Activism Summits.
- On average, 23 different communities have been represented each year at Activism Summits.

-
- Since 2005, more than 100 groups have held nearly 300 activism activities reaching almost 195,000 people with their message as a result of the mini-grant process.
 - More than 1,400 youth have participated in nonsummit activities led by the Youth Advisory Board since 2005.
 - No Limits has received media exposure in 60 Nebraska news outlets since 2010, providing the organization with the equivalent of \$93,850 in earned media.

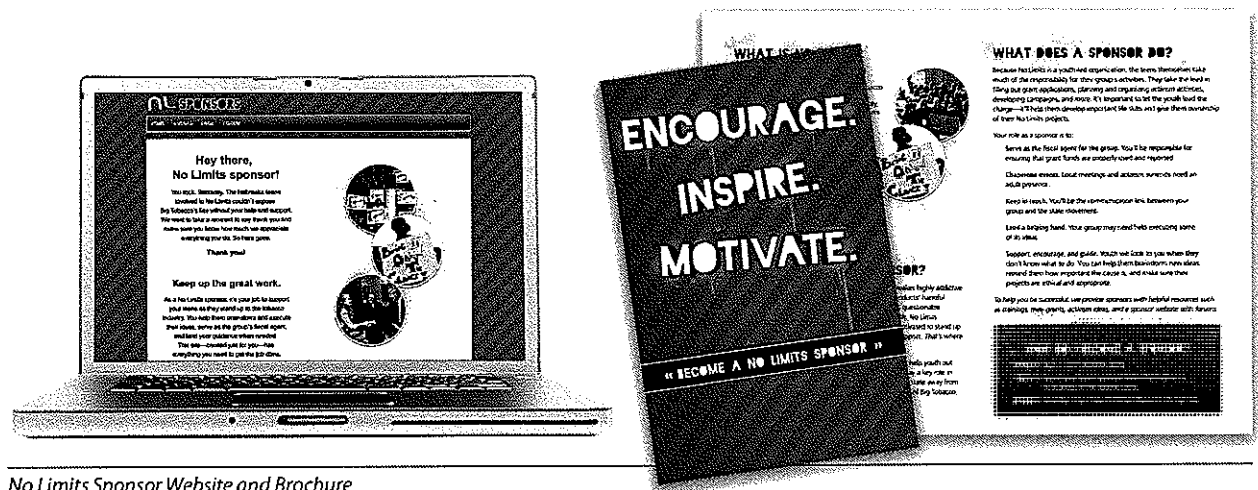
Similarities to Tobacco Free Nebraska's Media Campaign...

Parallels between our work for No Limits and the work outlined in this RFP include:

- A statewide tobacco prevention initiative.
- Employment of strategies for underserved populations to eliminate health disparities.
- Competition from the large, well-organized, and well-funded tobacco industry.
- Appropriate use of interactive and alternative media, including social media.
- Funds and oversight provided by government entities.
- The need for detailed reports, transparency, and continual communication.
- Coordination and integration of all initiatives with existing comprehensive tobacco prevention and control components and activities.
- Evaluation of progress toward initiative objectives.
- A collaborative working relationship with the State of Nebraska to apply experience, research, and knowledge to the project at hand.
- The requirement for a comprehensive, start-to-finish campaign that includes development of strategy and tactics, creative conception and implementation, and ongoing evaluation of progress toward initiative objectives.



No Limits Website



No Limits Sponsor Website and Brochure



We Don't Wanna Hear It! Campaign: T-Shirt, Hooded Sweatshirt, Palm Card, and Print Ad



Take a Stand Against Big Tobacco Campaign: T-Shirts, Palm Card, and Pull-Up Banner



Join the Revolution Campaign: T-Shirts, Website Graphic, Activism Toolkit Posters, Name Tags, and Labels



Bring On The Change Campaign: T-Shirts and Palm Card

Gamblers Assistance Program

Time period of project: July 2011–June 2013

Scheduled completion date: June 2013

Actual completion date: June 30, 2013

Scheduled budget: \$310,000

Actual budget: \$310,000

Prime contractor: Snitily Carr

Subcontractor: Wiese Research Associates (WRA)

Reference: Maya Chilese, Program Manager

DHHS – Behavioral Health
301 Centennial Mall South
Lincoln, NE 68509
Phone: 402.471.7792
Fax: 402.471.7859
Email: maya.chilese@nebraska.gov

Project Overview...

As part of the Nebraska Department of Health & Human Services' Division of Behavioral Health, the Gamblers Assistance Program (GAP) seeks to prevent problems related to gambling activity. In 2012, Snitily Carr was contracted to help develop a public awareness campaign to support GAP's efforts in achieving the following objectives:

- Increase Nebraska residents' awareness of risky gambling behaviors and the resources available to help problem gamblers.
- Increase help-seeking behavior among the target audience.
- Decrease high-risk gambling behavior.

Challenge...

Approximately 55,000 Nebraskans engage in problem gambling each year, and the far-reaching impact this addiction has on families and communities is exponentially greater. Unfortunately, many people do not understand or believe that gambling is an addiction.

Without the visible physical symptoms that accompany substance abuse addictions, those who suffer from a gambling addiction often go unnoticed, and consequently, without help. A lack of knowledge about how to identify the signs of problem gambling, then, was another obstacle to overcome.

Treatment programs were in place across the state, so it was time to make the public aware of the available resources and encourage problem gamblers and their families to get help. Because gambling can be a fun, socially acceptable form of entertainment, messaging had to be carefully crafted to focus on harm reduction and low-risk gambling strategies.

Target Audiences...

The primary audience for the Gamblers Assistance Program's public awareness campaign was Nebraska gamblers aged 25–55 and their friends and family members. The campaign was preventative in nature and designed to reach gamblers before their gambling became problematic or pathological. Secondary audiences included those in positions to help problem gamblers: partner agencies, journalists, healthcare providers, financial and legal professionals, spiritual leaders, and policy makers.

Strategy...

The overall campaign strategy was based on the DBH-GAP Strategic Plan and built upon the Division of Behavioral Health's primary principles: (1) Prevention works, (2) Treatment is effective, and (3) People recover.

To ensure that our efforts were on-target, Snitily Carr met with trained counselors to understand the effects of a gambling addiction, assessing audience needs and identifying current messaging. We then developed a simple and memorable identity for GAP that could be used and promoted by various organizations. Messaging was created to educate gamblers about low-risk gambling strategies, inform the public about signs of problematic behavior, and encourage problem gamblers and their families to seek help from GAP-funded treatment providers and the statewide problem gambling helpline. Focus group research was conducted to ensure the message was resonating with the target audience.

Creative...

The Play It Safe branded campaign included logo creation and development of a variety of marketing tactics including social media, public relations, TV, radio, print, email, Internet banner ads, and a branded website (PlayItSafe.ne.gov). All materials were created using iconic imagery (dice, cards, etc.) to help draw attention, as well as a bright color palette to coincide with the upbeat tone of the messaging. The Web address and helpline phone number were displayed prominently on each piece.

The website incorporated a number of search techniques (on-site and paid) as well as a regularly updated blog, a media kit, a speakers bureau request page, safe gambling tips, a comprehensive resource list, testimonial videos, and more. It quickly became the go-to site for people needing help and information for themselves or their family members.

Marketing Activities...

Key public relations materials were developed prior to the launch of the campaign and included talking points, an online media kit, sample articles, statistics and key fact sheets, and external social media messaging. Media training for key GAP spokespeople and stakeholders was also conducted to ensure that key messages were delivered consistently and concisely.

In November 2012, the campaign launched with statewide media placements including an Associated Press story, a guest spot on KOLN/KGIN-TV's First at Four, primetime news shows, and radio interviews. Following the launch, public relations efforts were focused on pitching stories in conjunction with key gambling time periods such as the 2013 Super Bowl, Problem Gambling Awareness Month, and March Madness.

Social media through the DHHS Twitter and Facebook networks was another key component of the campaign. Social media messaging that linked to the branded website and specific blog entries was created and posted by DHHS' social media team.

Statewide media placement, including the Play It Safe TV and radio public service announcements and targeted Web banners, helped bolster public relations efforts to enhance campaign exposure to target audiences.

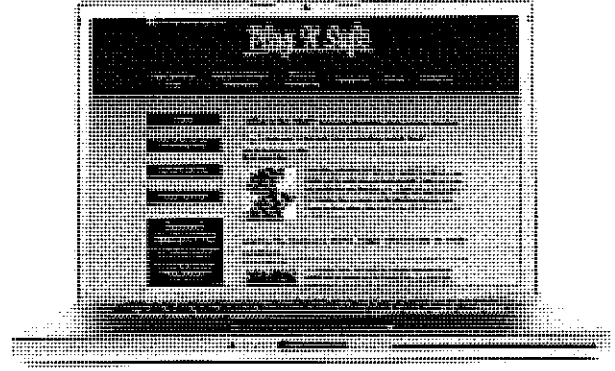
Results

The branded website saw a steady increase in traffic following the launch of the campaign in November 2012. The greatest percentage of visitors to the site was from Omaha, Lincoln, Bellevue, Papillion, and Council Bluffs—cities which are in close proximity to many gambling locations. The site's top pages were those that reflected key campaign messages: safe gambling tips, problem gambling information, where to go for help, and resources. The blog helped drive traffic to the site and increased the site's search engine rankings.

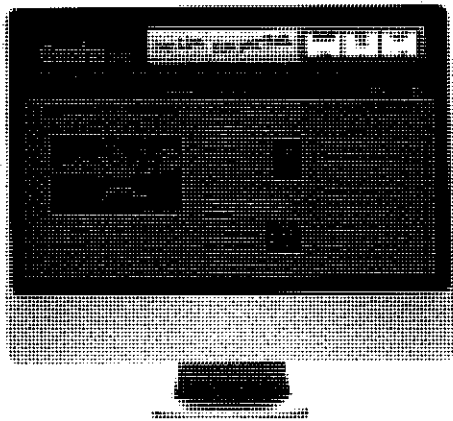
Similarities to Tobacco Free Nebraska's Media Campaign

Parallels between our work for No Limits and the work outlined in this RFP include:

- Statewide public awareness campaign.
- Overarching goal of addressing an addiction-related issue.
- Educational message of harm reduction, encouragement, and positive outcomes.
- Promotion of an assistance hotline and Web resources.
- Desired outcome of improved wellness for Nebraskans.
- Competition from large, well-organized entities that promote activities leading to addiction.
- Appropriate use of interactive and alternative media, including social media.
- Funds and oversight provided by government entities.
- The need for detailed reports, transparency, and continual communication.
- A collaborative working relationship with the State of Nebraska to apply experience, research, and knowledge to the project at hand.
- The requirement for a comprehensive, start-to-finish campaign that includes development of strategy and tactics, creative conception and implementation, and ongoing evaluation of progress toward initiative objectives.



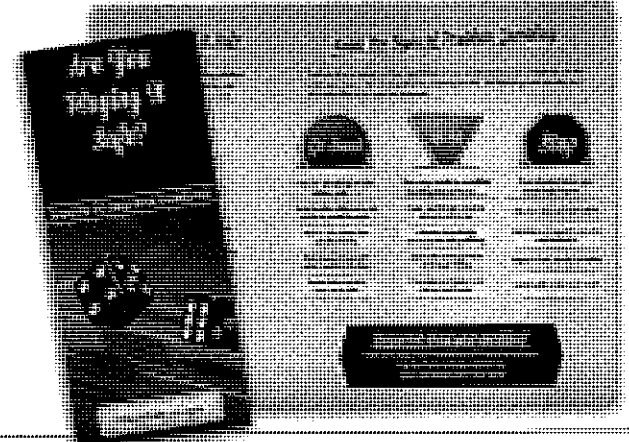
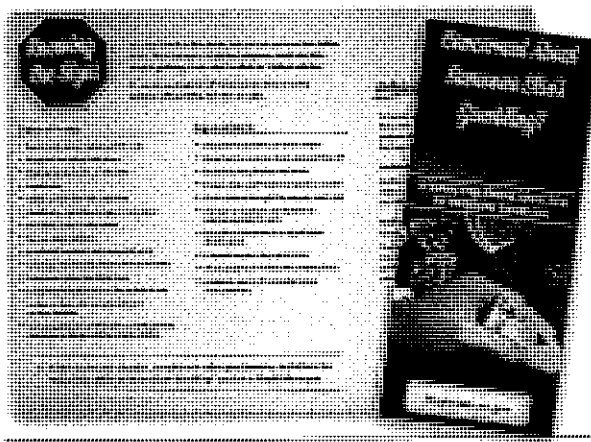
Play It Safe Website



Play It Safe Web Banner Ad



Play It Safe Print Ad



Play It Safe Brochure

i. Summary of Bidder's Proposed Personnel/Management Approach

Snitily Carr's proposed approach to the management of this project includes providing an account team comprised of veteran strategic, creative, and account management professionals. All team members have worked with State of Nebraska accounts and have experience in tobacco prevention and control marketing. In addition, every proposed team member understands the importance of working collaboratively with the TFN team in order to achieve the best results.

The core individuals who will work on your account include Mike Losee, director of healthcare marketing, who will serve as team leader; Tina Reeves, account director; Nancy Cosaert, media planner; Kelly Andersen, director of strategic planning; Connie Van Nostrand, director of creative services; Kim Peacock, copywriter; Matt Bryant, art director; and Kevin Brown, Web designer. Depending on specific projects and the scope of work, additional team members will provide creative and technical support.

Résumés for the proposed account team can be found on the following pages.

Team Leader

Mike Losee – Director of Healthcare Marketing...

Education: University of Nebraska–Lincoln, Master of Arts
University of Nebraska–Lincoln, Bachelor of Journalism

As the team leader, Mike will direct all aspects of the Tobacco Free Nebraska account team including creative concept, strategic development, and implementation. With over 20 years of communications experience, Mike leads all Snitily Carr health and wellness initiatives. His background includes serving multiple public health, nonprofit, and government organizations including Tobacco Free Nebraska, No Limits, Metro Omaha Tobacco Action Coalition, Tobacco Free Sarpy County, Tobacco Free Cass County, LiveWise Coalition, and the Lancaster County Health Department. Mike is a board member of the Nebraska Healthcare Marketers and serves as a public member of the Nebraska Department of Health & Human Services Board of Pharmacy.

References: Susan Heiser, President

Pro-Health Systems, Inc.
3211 Fayette Road
Kensington, MD 20895
Phone: 301.942.3120

Kate Speck, Senior Research Manager
University of Nebraska Public Policy Center
215 Centennial Mall South #401
Lincoln, NE 68588
Phone: 402.472.0501

David Hatrel, President
Health Connections
6083 Hazelwood Drive
Billings, MT 59106
Phone: 225.315.4525

Key Personnel

Tina Reeves – Account Director

Education: University of Nebraska–Lincoln, Bachelor of Journalism

Tina will be responsible for the day-to-day management of the Tobacco Free Nebraska account. In this role, she serves as the primary point of contact, participates in client meetings, and is responsible for internal project management and oversight of deadlines. Tina has 12 years of account management, marketing, and public relations experience. In addition to Tobacco Free Nebraska, she manages several Snitily Carr accounts including No Limits, Safe Routes Nebraska, United Way of Lincoln and Lancaster County, B&R Stores, and the College Savings Group at Union Bank & Trust Company.

References: Brian Watchman, Executive Director

United Way of Lincoln and Lancaster County
238 South 13th Street
Lincoln, NE 68508
Phone: 402.441.7700

Angela Barry, Safe Routes Nebraska Program Coordinator
Sinclair Hille Architects
700 Q Street
Lincoln, NE 68508
Phone: 402.476.7331

Marty Jarvis, Director of Marketing
B&R Stores
4554 W Street
Lincoln, NE 68503-2831
Phone: 402.464.6297

Nancy Cosaert – Media Planner/Buyer...

Education: High School Diploma

Nancy brings to our clients 18 years of media buying and planning experience. She will be responsible for strategic media planning, research, negotiating, buying, and placement of Tobacco Free Nebraska media projects. Her media expertise, knowledge of the market, and negotiation skills enable her to maximize our clients' media budgets through value-added placement and exceptional media buys with all media outlets. Nancy's experience includes working with Tobacco Free Nebraska, Cornhusker Bank, Gamblers Assistance Program, EducationQuest Foundation, HomeServices of Nebraska, Jenny Craig, and numerous other clients who implement statewide media buys.

References: Tricia Dunn, Director of Media Relations

EducationQuest Foundation
1300 O Street
Lincoln, NE 68508
Phone: 402.479.6666

Christine Coash, Franchise Owner
Jenny Craig
200 North 66th Street, Suite 206B
Lincoln, NE 68505
Phone: 402.759.7104

Carissa Bullock, Vice President of Marketing
Cornhusker Bank
1101 Cornhusker Highway
Lincoln, NE 68521
Phone: 402.434.3788

Kelly Andersen – Director of Planning, Public Relations, and Media...

Education: University of Nebraska–Lincoln, Bachelor of Journalism

Kelly directs the research, strategic planning, public relations, and media teams. She personally works with clients to create results-driven, audience-focused marketing strategies. With more than 20 years of experience in strategic research, public relations, and marketing, Kelly will help guide public relations and qualitative and quantitative research projects for Tobacco Free Nebraska. Kelly has worked with a variety of state, public health, and nonprofit clients including Tobacco Free Nebraska, Nebraska Tourism Commission, Nebraska Department of Agriculture, Safe Routes Nebraska, Saint Elizabeth Regional Medical Center, Good Samaritan Hospital, and the Nebraska Heart Institute & Heart Hospital.

References: Larry Elias, Vice President of Marketing

B&R Stores
4554 W Street
Lincoln, NE 68503
Phone: 402.464.6297

Carissa Bullock, Vice President of Marketing
Cornhusker Bank
1101 Cornhusker Highway
Lincoln, NE 68521
Phone: 402.434.3788

Royce Schaneman, Executive Director
Nebraska Wheat Board
P.O. Box 94912
Lincoln, NE 68509
Phone: 402.471.2358

Connie Van Nostrand – Director of Creative Services...

Education: Brown College (Minneapolis, MN), Associate Degree

Connie directs creative development and copywriting for all campaigns including print, multimedia, TV, film, and radio. She works collaboratively with the creative team to ensure that Tobacco Free Nebraska receives results-driven creative. Connie has used her 25 years of communications experience to work for a variety of clients including Nebraska Tourism Commission, Tobacco Free Nebraska, Lincoln Saltdogs, B&R Stores, Saint Elizabeth Regional Medical Center, Nebraska Heart Institute & Heart Hospital, Good Samaritan Hospital, and Lincoln Benefit Life.

References: Larry Elias, Vice President of Marketing

B&R Stores
4554 W Street
Lincoln, NE 68503-2831
Phone: 402.464.6297

Charlie Meyer, President
Lincoln Saltdogs
403 Line Drive Circle
Lincoln, NE 68508
Phone: 402.441.4178

Scott Claycomb, Senior Manager, Distribution Marketing Support
Lincoln Benefit Life
2940 South 84th Street
Lincoln, NE 68506
Phone: 402.328.5980

Kim Peacock – Copywriter

Education: University of South Dakota, Bachelor of Science in Business Administration
with an emphasis in marketing

As a key member of the creative team that produces campaigns and collateral materials, Kim is responsible for information gathering, creative development, and copywriting for all media including print, Web, radio, TV, and video. She will be the primary writer on this account, bringing with her 11 years of writing and creative development experience. Kim has worked on Snitily Carr accounts such as Tobacco Free Nebraska, United Way of Lincoln and Lancaster County, Nebraska Tourism Commission, MOTAC, Floyd Valley Hospital, and Allstate Insurance Company.

References: Ann Cole-Nelson, Community Relations Manager

Floyd Valley Hospital
714 Lincoln Street Northeast
Le Mars, IA 51031
Phone: 712.546.3495

Gail Stoklasa, Director of Marketing and Communications
United Way of Lincoln and Lancaster County
238 South 13th Street
Lincoln, NE 68508
Phone: 402.441.7760

Melanie Mueting, Marketing Project Manager
Allstate Financial Marketing
Allstate Insurance Company
3100 Sanders Road, M4
Northbrook, IL 60062
Phone: 847.402.8583

Matt Bryant – Art Director/Graphic Designer...

Education: Bellevue University, Bachelor of Arts in Graphic Design

Matt is an integral part of the creative process, working collaboratively to develop creative concepts and then applying them to the design and layout of print and Web projects. He will serve as the primary graphic designer for Tobacco Free Nebraska. With 10 years of design experience, Matt's specialties include Web design, brand identity, and digital illustration. While at Snitily Carr, he has worked with clients including No Limits, Tobacco Free Nebraska, Tobacco Free Sarpy County, Allstate Insurance Company, United Way of Lincoln and Lancaster County, and Southeast Nebraska Prevention Coalition.

References: Gail Stoklasa, Director of Marketing and Communications

United Way of Lincoln and Lancaster County
238 South 13th Street
Lincoln, NE 68508
Phone: 402.441.7700

Maya Chilese, Program Manager
DHHS – Behavioral Health
301 Centennial Mall South
Lincoln, NE 68509
Phone: 402.471.7792

Larry Puntene, Business Development Executive
Avantas
11128 John Galt Boulevard, Suite 400
Omaha, NE 68137
Phone: 888.338.6148

Kevin Brown – Web Designer

Education: University of Nebraska–Lincoln, Master of Music Performance
University of Maine–Orono, Bachelor of Arts in Music Education

Kevin has more than 12 years of experience designing and coding standards-compliant websites for clients in the banking, healthcare, tourism, and agricultural industries. Over the years, he has become highly proficient in many facets of the interactive world including Web design, responsive Web design, mobile user interfaces, and programming for a variety of CMS platforms such as WordPress. Kevin has used his passion for great design and well-executed creative to produce positive user experiences for clients such as Tobacco Free Nebraska, Nebraska Tourism Commission, Lincoln Benefit Life, Safe Routes Nebraska, Nebraska Game and Parks Commission, and University of Nebraska.

References: David Honnens, Executive Director

Nebraska PGA
8700 Executive Woods Drive, Suite 100
Lincoln, NE 68512
Phone: 402.489.7760

Jeff Tyson, Director of Finance
People's City Mission
110 Q Street
Lincoln, NE 68508
Phone: 402.475.1303

Jeff Abele, Owner/Creative Director
Move Creative
6321 Blackstone Road
Lincoln, NE 68526
Phone: 402.770.1654

j. Subcontractors

It is difficult to predict if, and to what extent, subcontractors will be needed without first knowing each project's parameters. However, with Snitily Carr's wide array of in-house resources, the need to hire subcontractors on any given project will be extremely low.

We use vendors for services such as printing, search engine optimization (SEO), search engine marketing (SEM), research, and mass duplication as required for each project or contract. If the need does arise, be assured we will retain the very best vendors for Tobacco Free Nebraska and that their fees will never be marked up.

To fulfill the requirements of this RFP, we will turn to our established partnership with Tomorrow's Online Marketing for recommended SEO/SEM efforts.

Tomorrow's Online Marketing
2621 Surrey Court
Lincoln, NE 68512
Phone: 402.310.4362

This subcontractor is a strategic choice—a trusted partner known for high-quality work and proven cost-effectiveness. The performance hours intended for this subcontractor will not exceed 2% of the implementation budget.

4. Technical Approach

a. Understanding of the Project Requirements

Snitily Carr has served as Tobacco Free Nebraska's agency since 2001 and has worked with numerous other tobacco prevention and public health organizations. We have a very sound understanding of the relevant tobacco issues in the state—the foremost being that tobacco use is the leading cause of preventable death in Nebraska.

The facts of what tobacco is costing Nebraskans in terms of health and economic burdens are startling.

- In 2011, more than 2,000 deaths in Nebraska were attributed to smoking.
- For every person who dies from a smoking-attributable cause, 20 more are living with a smoking-attributable illness.
- Every year, Nebraska spends \$630 per person (regardless of age) for smoking-related healthcare expenses and lost productivity.
- Nebraska businesses lose \$506 million in productivity due to smoking.

The bottom line is that the deaths, illnesses, and increased healthcare costs caused by tobacco use are preventable. That being said, we believe the relevant tobacco issues in Nebraska directly coincide with the comprehensive goals of the TFN program:

Helping people quit tobacco (cessation): 20% of Nebraska adults smoke, and 15% of Nebraskans under the age of 18 smoke.

Eliminating exposure to secondhand smoke: Huge progress was made when the Nebraska Clean Indoor Air Act went into effect June 1, 2009, however, 96,000 kids are still exposed to secondhand smoke at home—causing illnesses, asthma, and even deaths.

Keeping youth from starting tobacco use: Nearly 9 out of 10 smokers start by the age of 18. Preventing youth from ever trying tobacco substantially increases their chances of living a tobacco-free life. We understand the Youth Empowerment Movement, No Limits, along with event-based activities via Blacklist, compliance checks, and other efforts are actively addressing youth tobacco issues.

Reaching underserved populations: The tobacco industry specifically targets minorities and lower socioeconomic populations. These groups often lack access to adequate healthcare, which magnifies health disparities.

While Tobacco Free Nebraska's comprehensive efforts have made great strides in reducing smoking prevalence and exposure to secondhand smoke, the forces of addiction and the ongoing efforts of the well-funded tobacco industry mean our work is not done. Considering the issues and goals at hand, Nebraska can't afford to lose momentum. Any increase in tobacco use leads to added healthcare costs and lives cut short.

The tobacco industry continues to aggressively target Nebraskans with marketing, having spent \$58 million in our state in 2011 alone. Meanwhile, the TFN program is funded at 11% of the CDC's recommendation (ranking our state 27th in tobacco prevention spending). It's clear we can't outspend the tobacco industry. Nobody can. However, we can strategically maximize every dollar and tactic to efficiently and effectively reach our target audiences.

While it's only one piece of the comprehensive tobacco prevention and control program, the media campaign is critical to successfully combating tobacco use. Snitily Carr's experience and knowledge enables us to hit the ground running with a communications plan that will help people quit tobacco use, reduce exposure to secondhand smoke, and strategically reach out to underserved populations.

We will collaboratively work with TFN to develop and implement a strategic, high-impact media campaign. By leveraging our experience and longstanding media relationships, we can gain earned media and value-added opportunities to enhance your media buy and stretch the marketing budget.

The cessation campaign targets adult tobacco users aged 25–54 and young adult social smokers and tobacco users aged 18–24. To promote the Nebraska Tobacco Quitline to this audience, tactics such as sponsorships and advertising in network and cable TV, radio, print, and online will be used. A heavier schedule will be implemented around the Great American Smoke Out, New Year's Day, and other key times. A strategy has also been developed to promote TobaccoCostsYou.com and TobaccoHurtsBusiness.ne.gov.

To reduce exposure to secondhand smoke, our plan targets parents of young children (smokers and nonsmokers) along with a general adult audience of smokers and nonsmokers aged 19 and older. This campaign includes tactics such as network and cable TV, statewide radio, behavioral targeting (online ads), and social media.

Overall, we understand that changing behaviors, especially those rooted in addiction, does not happen overnight. But through our experience, collaborative approach, and ability to maximize your marketing dollars, we can directly impact these issues and achieve the goals of this program.

Please refer to the Technical Considerations beginning on page 50 for the details of our proposed plan.

b. Proposed Development Approach

Snitily Carr's overarching approach includes working collaboratively with the TFN team, maximizing the value and impact of the marketing budget, and implementing a strategic, results-focused campaign.

Collaboration – Building on the strong working relationship we've developed with TFN over the last 12 years is a critical component to the success of this campaign. We will continue to work together to assure we are dedicating our resources in the right way, sharing knowledge, and taking advantage of every opportunity to effectively get our messages out. Elements of collaboration will include:

- Maintaining an ongoing and open line of communication.
- Providing creative briefs to TFN prior to creative work. (An example can be found in Appendix B on page 67.)
- Scheduling regular brainstorm meetings between Snitily Carr and the TFN team.
- Sharing relevant information on trends, research, and innovation.
- Participating in local and state tobacco coalition meetings/conferences.

Maximized Value – Snitily Carr will maximize TFN's marketing budget through our unique in-house structure, experienced staff, and implementation of multiple strategies. We have a proven track record of achieving exceptional bonus rates and value-added opportunities for TFN, and we are committed to surpassing the targeted rating point (TRP) and audience reach goals. Specific tactics to maximize value include:

- **Production credit.** To help stretch your budget further, Snitily Carr will provide TFN with a \$25,000 credit to be used for any in-house production services such as creative, design, public relations, Web design, and audio/video editing. (The credit cannot be applied to any vendor or internal hard costs.) In previous contracts, Snitily Carr provided a discounted commission on media placement, but the \$25,000 production credit is more advantageous to TFN as the amount is larger than what a 5% media commission would provide. Tracking the production credit will also be more seamless and easier to handle on the ledger and other reports.
- **Bonus spots.** Snitily Carr has consistently delivered more than 50% in bonus and value-added placement for TFN, and our experience ensures that we will continue this practice.
- **No mark up on any cost incurred from outside vendors.**
- **Up-front estimates on all billable projects prior to any work being done.**
- **A solid understanding of the topic and relevant research, meaning no initial research spending or learning curve.**
- **An intense media verification process.** Snitily Carr verifies every placement using SmartPlus software and manual verification to ensure accuracy. If a vendor fails to deliver on exactly what was ordered, our media planner secures make-goods to account for the discrepancy.

Strategic Approach – We’ve established a proven approach that dedicates the bulk of the TFN budget to getting your message out statewide—even to the hard-to-reach corners of the state without a lot of media options. Our strategy includes:

- Focusing on results and creating partnerships.
- Applying our knowledge of the market and the audience.
- Combining traditional media and proven tactics with new media and innovative approaches.
- Utilizing key targeting, reaching your audience(s) strategically without wasted coverage.
- Using a mix of traditional and new media tactics.
- Leveraging your media schedules with any CDC schedules and/or coalition marketing.

Employing the strategies noted above provides a framework to meet or exceed all of the objectives outlined in the project scope and ensures that we will fulfill all business and project requirements of the RFP.

Overall, our role as media contractor will support these efforts and objectives by assisting in the development and implementation of a statewide media campaign to raise awareness about the health effects of secondhand smoke, encourage tobacco cessation, and promote the Quitline.

Proposed Plan

Each of the proposed elements of this plan will be developed and implemented with input and approval from TFN. An overview of the proposed advertising, marketing, media, and public relations strategies are outlined below. Please refer the work plan on page 50 for more detail.

Development

We believe the cessation and secondhand smoke messages from recent efforts are current, relevant, and can be effectively utilized over the 21-month timeframe. Therefore, we are not recommending development of new creative. We do recommend, however, customizing some of the existing messaging into new media such as Web banner ads, social media posts, and public relations activities.

One creative campaign we recommend expanding is the origami campaign. These spots deliver the cessation message in a unique and eye-catching way. It applies multiple monetary and social themes while incorporating the Nebraska Tobacco Quitline as a resource. By focusing on one creative treatment for the majority of the cessation campaign, we can increase frequency and recall across all media. Also, because much of the artwork and copy already exists, producing the new materials will prove very cost-efficient.

We also suggest the development of an app for both Android and iOS mobile devices. This app will allow users to track smoke-free days, receive tips and encouragement, and link directly to the Quitline—all right on their smartphones.

Other production recommendations include the creation of additional support materials such as coasters, pay stub inserts, and direct mail pieces to help promote TobaccoCostsYou.com and TobaccoHurtsBusiness.ne.gov.

Implementation...

We know it's impossible to outspend the tobacco industry, but the key to success isn't necessarily how much budget you have to spend. It's how you spend it. Statewide exposure with enough reach and frequency is key—allowing the message to resonate with target audiences and move them to action. To accomplish this, we recommend spending a majority of the budget on implementation.

We've achieved great success working with media vendors who understand and embrace the purpose behind Tobacco Free Nebraska. Since our initial implementation of the TFN campaign in 2001, Snitily Carr has established strong relationships with a multitude of media partners across Nebraska. These partnerships have allowed us to negotiate deeply discounted rates and achieve enhanced exposure through bonus placements and value-added opportunities. We will continue to leverage these relationships as we achieve the best rates and added value on your behalf.

While the campaigns are defined as statewide, we will work with TFN to pinpoint any key geographic areas and demographics for specific messaging. We also understand that throughout the course of the campaign, there may be active efforts from the CDC or local county coalitions. We will work with TFN to coordinate schedules and leverage all complementary campaigns as well as activities such as the Great American Smoke-Out, New Year's resolutions, No Limits events, and any state or local initiatives.

Our campaign includes comprehensive, strategic communication tactics that provide a combination of paid, bonus, and value-added media; media advocacy; promotional opportunities; and public relations to efficiently and effectively connect with our audiences.

The media tactics include a mix of traditional outlets such as TV, radio, print, and direct mail along with sponsorships, social media advertising, online advertising on targeted behavioral sites (online ad placements based on an individual's browsing history), and paid search advertising.

Public relations efforts offer an opportunity to reach our target audiences in a different way, helping to educate the public and reach out to partners. PR tactics such as media relations, partnership development, social media outreach/integration, grassroots efforts, and content development will provide a new approach to effectively spread the TFN messages and serve as the perfect complement to paid media.

Evaluation...

We are familiar with the existing research and evaluation that has been conducted—the latest data from the Nebraska Behavioral Risk Factor Surveillance System, Nebraska Youth Risk Behavior Survey, Nebraska Adult Tobacco/Social Climate Survey, and other resources such as the CDC and Campaign for Tobacco-Free Kids. Based on the current level of existing data, we are not recommending additional primary research, as funds can be better used for implementation. And because many of the messages created for the previous cessation and secondhand smoke campaigns have been evaluated via recall studies or focus groups, we are not recommending new or additional qualitative research.

We do, however, recommend several analysis strategies to measure the effectiveness of specific campaign elements. These include:

- **Website Analysis** – We will use Google Analytics to provide real-time traffic analysis for specific sites; track and report on pages visited, length of time on the site, and bounce rates; assess who is visiting the site, where they came from, and what they're viewing; and measure campaign effectiveness through the use of unique URLs.
- **Search Traffic Monitoring** – This will ensure that keywords for search marketing efforts are performing and to assist with the identification of search trends.
- **Social Media Monitoring** – We will monitor social media activity to make sure we're creating content that engages the target audience; providing feedback to posted questions and comments; handling negative comments appropriately; and posting when the audience is most likely to view, share, and comment.

Campaign Development

Working collaboratively with the TFN team has been a cornerstone of our approach—a key to successful implementation of campaigns over the past 12 years—and this campaign will be no different. All elements of this plan will be developed and implemented with input and approval from TFN.

Throughout the campaign, we will proactively and continually assess the environment, target audiences, and new opportunities so we can adjust efforts as needed. While the core elements of the plan will remain unchanged, we anticipate shifts in social media trends and the evolution of new technologies. Our plan allows us the flexibility to adapt in this environment.

Public relations opportunities may arise, and current events may present further opportunities to tweak messages and consider new media. We will also keep an eye on national trends and the efforts of other states as we collaborate on ideas and evaluate new opportunities.

We have a proven history of efficiency when it comes to implementing TFN campaigns. In the past, this has allowed us to apply unused funds to new opportunities or focus on specific demographics or geographies. This efficiency will continue, allowing TFN greater flexibility.

Our statewide media recommendations proposed in the following work plan will effectively deliver the Tobacco Free Nebraska message on a local and statewide level to achieve the goals outlined in the RFP.

c. Technical Considerations

This comprehensive work plan has been strategically developed to target statewide audiences for the specified campaigns. The overall approach includes opportunities to build on your current creative campaigns; a mix of mass media (TV, radio, print, and online), social media, and public relations; and evaluation of ongoing and new efforts.

Development

Overall, minimal production will be necessary because existing messaging and creative can be used. What we would like to focus on is expanding current efforts and creating unique materials that can help the respective target audiences reach their goals.

Quitline Campaign...

For general cessation advertising efforts, we'd like to create one cohesive campaign to run in all media, using the origami TV spots as the baseline for creative and messaging. This memorable, eye-catching creative tested well among all age demographics, and using this treatment exclusively will increase awareness and recall with the audience. Materials could be designed—based on the approved media schedule—for a portion of the typical cost because much of the artwork and copy is existing.

We also recommend developing an application to be used by Android and iOS devices. Within the United States, smartphone usage continues to climb. In fact, 61% of all mobile phone users own a smartphone. We'd like to take advantage of the latest technology by allowing users to track smoke-free days and receive tips and encouragement via the smartphone app. A direct link to Quitline support would also be provided within the app environment. This tool would serve as a constant reminder for those who are trying to quit. (Please note: This would be separate from the current Smoke-Free Counter Facebook app. The newly developed smartphone app would function independently on individual mobile devices rather than in the Facebook environment.)

What's Tobacco Costing You? Campaign...

Now that the website for this campaign is up and running, we want to take a unique approach to encourage the young adult audience to visit the site. In addition to the PR and Twitter efforts currently under way, we recommend developing coasters for bars and display advertising for cigarette butt collectors that drive people to TobaccoCostsYou.com.

Tobacco Hurts Business Campaign...

Efforts to expand this campaign are two-fold—providing more employer materials and building awareness about the site. To expand the available resources, we'd like to develop pay stub inserts and display advertising for cigarette butt collectors. Both would follow the What's Tobacco Costing You? creative, connecting to young adult employees.

To build more awareness about this program, we'd like to increase the current email blast efforts and add a direct mail component. The direct mail piece could include a folded poster (or other useful collateral) and messaging that directs employers to TobaccoHurtsBusiness.ne.gov to download or order additional materials.

Total Production Budget \$25,000

(plus the \$25,000 production credit)

Implementation

The bulk of your budget will be allocated to implementation—getting your messages in front of the target audiences in the most impactful ways possible. We will leverage our statewide media knowledge and strong media partnerships to deliver maximum added value and bonus coverage throughout the campaign.

The primary target audience for the secondhand smoke campaign is parents of young children (smokers and nonsmokers). The secondary audience includes all adults aged 19 and older (smokers and nonsmokers). For cessation marketing efforts, the target audiences include adult tobacco users aged 25–54 as well as young adult social smokers and tobacco users aged 18–24.

Media Placement

Media placement has been divided into two separate campaigns: secondhand smoke and cessation.

Secondhand Smoke Campaign:

October 1, 2013–June 30, 2014

TV	60%
Radio	15%
Online (Websites, Social Media, Search)	25%

July 1, 2014–June 30, 2015

TV	63%
Radio	15%
Online (Websites, Social Media, Search)	22%

Secondhand Smoke Media Budget Overview

October 1, 2013–June 30, 2014	\$57,000
July 1, 2014–June 30, 2015	\$90,000
Total Secondhand Smoke Media	\$147,000

Cessation Campaign:

October 1, 2013–June 30, 2014

TV	56%
Radio	14%
Print/Direct Mail	10%
Online (Websites, Social Media, Search)	15%
Sponsorships/Rodeos	5%

July 1, 2014–June 30, 2015

TV	51%
Radio	12%
Print/Direct Mail	8%
Online (Websites, Social Media, Search)	23%
Sponsorships/Rodeos	6%

Cessation Media Budget Overview

October 1, 2013–June 30, 2014 Budget.....	\$132,000
July 1, 2014–June 30, 2015 Budget	\$193,000
Total Cessation Media	\$325,000

Media Recommendations:...

- **TV** – Network TV and cable placements will cover the statewide audience, and specific programming will target particular demographics. For secondhand smoke, we recommend continuing to use the Ashy Pacifier and Ashy Cereal spot rotation. These spots were developed in 2010, so they still have a strong impact and are extremely effective in educating citizens about the dangers of secondhand smoke. For cessation schedules, we recommend scaling back on the number of spots being rotated—focusing on the existing origami creative based on its unique, eye-catching look and focus group testing responses—to increase the frequency and recall. A combination of network affiliates in the larger markets (Lincoln/Hastings/Kearney, Omaha, North Platte, and Scottsbluff) and cable will be flighted throughout the fiscal years and will stagger with the other recommended media for statewide saturation. Programs and networks will be reviewed based on highest ratings.
- **Radio** – Statewide coverage on the strongest radio stations will air in combination with the television schedules. Secondhand smoke efforts will continue with the spot rotation of Ashy Pacifier and Ashy Cereal. Schedules for cessation will rotate existing origami creative. Stations selected statewide will complement the TV buy by airing schedules surrounding the TV schedules. Various station formats and the highest rated stations will be considered.
- **Online** – Behavioral targeting sites and retargeting, in addition to paid posts on social media pages and paid search advertising, will provide the statewide coverage we need and guarantee that the message is in front of the audience we want. Paid keywords will be monitored based on audiences, search patterns, and seasonal variances to ensure that we're optimizing the budget allocated to pay-per-click (PPC) search advertising. This strategy delivers the messages to audiences statewide and targets the audiences based on browser history. Working with an ad network provides an efficient way to reach the audience and be on sites that could otherwise not be purchased.
- **Print** – Cessation ad placements using the origami creative will be made statewide, targeting the older demographic and smaller markets throughout the state and complementing TV, radio, and online efforts. Statewide publications and direct mail will also be implemented for the Tobacco Hurts Business campaign.
- **Sponsorships/Rodeos** – Taking advantage of sponsorship opportunities statewide at rodeos and targeted youth events is a great way to reach the younger and rural audiences. Rodeos are a big part of rural communities. Continuing the Chew Brands You messaging to this audience is a good fit and allows TFN to show community involvement.

These options will enable the secondhand smoke and cessation messages to have a strong, ongoing message throughout the year with heavier play during key periods (November, December, January, and June). Having the recommended media working together and overlapping pushes the awareness.

Focus on the college audience for the What's Tobacco Costing You? campaign will lean more heavily on social/online efforts.

There are limited Hispanic paid media opportunities, and considerations within the schedule include cable TV, radio, print, and social media in key Hispanic markets.

Outdoor boards will not be allocated due to declining budgets and the potential for production costs (new vinyls). Theatre and transit are still considered valuable media for the secondhand smoke audiences, but the budget will not allow for an effective schedule.

The overall media plan will achieve 1,200 TRPs per quarter at introduction and 800 TRPs per quarter after. It will also reach 85% of the statewide target audience each quarter.

Public Relations...

By incorporating public relations strategies into your overall implementation approach, we can target audiences in a way that is perceived as more credible and believable, increase overall awareness and visibility in a cost-effective way, and create content that can be repurposed for social media and search efforts. A number of public relations tactics are recommended to help spread the secondhand smoke and cessation messages.

Tactics for the Secondhand Smoke Message May Include:

- Media relations such as interviews, pitches, and online chats.
- Testimonials regarding the benefits of smoke-free environments.
- Partnership development and outreach.
- Social media outreach/integration.
- Content marketing such as video, stories, copy, blog, and infographics.
- Grassroots/guerilla efforts.

Secondhand Smoke Public Relations Budget Overview

October 1, 2013–June 30, 2014 Budget.....	\$7,250
July 1, 2014–June 30, 2015 Budget	\$10,000
Total Secondhand Smoke Public Relations.....	\$17,250

Tactics for the Cessation Message May Include:

- Media relations such as interviews, pitches, and online chats.
- Testimonials from those who have successfully quit.
- Partnership development and outreach.
- Facebook and Twitter post calendars.
- Social media outreach/integration.
- Content marketing such as video, stories, copy, blog, and infographics.
- Grassroots/guerilla efforts to promote the What's Tobacco Costing You? campaign.

Cessation Public Relations Budget Overview

October 1, 2013–June 30, 2014 Budget	\$20,000*
July 1, 2014–June 30, 2015 Budget	\$20,000
Total Cessation Public Relations.....	\$40,000

*The first year budget is slightly higher per month in order to allow for the development of a public relations plan and to ramp up implementation.

Implementation Budget Summary

Secondhand Smoke Implementation.....	\$170,000
Cessation Implementation	\$365,000
Total Implementation.....	\$535,000

Evaluation

Because the campaigns are focused on existing messaging/materials—most of which have been focus-group tested—we don't foresee the need to complete consumer testing over the next two years. Evaluation efforts will instead revolve around monitoring and optimizing.

Website analysis is vital to measure the usefulness of the various websites and effectiveness of the campaigns that drive viewers there. We will use Google Analytics to provide real-time traffic analysis for specific sites; track and report on pages visited, length of time on the site, and bounce rates; assess who is visiting the site, where they came from, and what they're viewing; and measure campaign effectiveness through the use of unique URLs.

Search traffic will be monitored to ensure keywords for PPC are performing and to assist with the identification of search trends. Ongoing assessment of keywords will be based on search and click-through patterns as well as seasonal variances. Keywords across all social media and online platforms will also be monitored to see what's being talked about that's relevant to TFN.

Monitoring all social media efforts is another essential evaluation component. This ensures that we're creating content that engages the target audience; providing feedback to posted questions and comments; handling negative comments appropriately; and posting on the days and times when the audience is most likely to view, share, and comment.

Evaluation Budget Overview

October 1, 2013–June 30, 2014 Budget.....	\$10,000
July 1, 2014–June 30, 2015 Budget.....	\$20,000
Total Evaluation budget.....	\$30,000

d. Scenarios

Scenario #1:

Putting a policy in place for tobacco-free or smoke-free parks and outdoor recreational areas is a great move for communities across the state, and it's important to provide them with resources to help make this happen.

Target Audience...

The target audience for this effort will include local tobacco coalitions, local health departments/organizations, local political leaders, parents of young children, and frequent park users.

Resource Tactics...

We recommend producing the following resources to assist community members in their efforts. These resources could be made available for download on SmokeFree.ne.gov.

- **How-To Guide** – A high-level guide will be produced to walk viewers through why this is an important issue and how they go about creating this kind of change in their own communities.
- **Tool Kit** – The purpose of the kit is to help people take action. It will include sample policies; talking points; press release templates; sample social media posts; activism recommendations and guerilla tactics; tips on increasing community involvement; and templates for print ads, PowerPoint presentations, radio spots, posters, and yard signs.
- **Success Stories** – These could be anything from video testimonials to text write-ups. Either way, the focus will be on how a community successfully put a tobacco-free or smoke-free policy in place for parks/ outdoor recreational areas and the positive outcomes of the policy.

Awareness Tactics...

To help build awareness about the issue and the availability of these resources, we suggest the following strategies:

- Collaborate with No Limits youth to promote/advocate for policy change. This strategy would build on the youth-led organization's recent efforts and create passionate champions within communities.
- Send email blasts to relevant organizations and health-related coalitions, encouraging them to get involved and spread the word. Some organizations you may want to consider include youth sports groups, local YMCAs, PTAs, PTOs, volunteer fire departments, and church groups.
- Utilize social media to spread the word. (Specific platforms would be identified once we have fully developed the message and understand the specific audience for this tactic.)
- Place articles in pertinent organizational newsletters.
- Consider paid media placements such as promoted posts/tweets and newsletter advertising.
- Organize flash mobs in parks and recreational areas during events or peak times. This is one area where No Limits members and other local youth could really take an active leadership role.

Barriers...

We've identified four primary barriers for this project:

- As the resources will be new, awareness will essentially start at zero.
- Local leaders may feel that implementing and policing this type of policy could be too difficult/costly.
- The audience may receive this message with an air of general indifference, possibly even resistance.
- The budget is limiting, particularly considering the statewide reach.

Budget...

The breakdown is as follows:

- \$25,000 for production. (A production budget can include work such as creative development, graphic design, messaging, video/audio production, printing, and Web development.)
- \$10,000 for implementation. (An implementation budget can include work such as media planning/buying/trafficking, public relations, media training, and social media management.)

Scenario #2:

Tobacco use has a tremendous effect on all people, whether it's the health risks for smokers, lost productivity impacting business owners, or the increase in healthcare expenses that reaches all of us. A strong public relations approach—supported by select marketing and paid media efforts—can really get the word out about what tobacco costs Nebraskans.

Target Audience

The target audience for this scenario is varied based on the four core messages (healthcare expenses, lost productivity, illness, and death). The first of these messages will target a general statewide audience of smokers and nonsmokers. Lost productivity will be a message directed at employers. And the final two messages will be naturally targeted at smokers and their loved ones.

Tactics

To effectively spread the messages of what tobacco is costing Nebraskans, we recommend defining actionable outcomes for each of the audience segments. Once these are defined, we suggest the following approach:

- **Public Relations and Media Relations** – We will work to arrange broadcast interviews with hand-selected experts. News releases will be written, detailing out all of the facts. Story ideas will be developed and pitched to media outlets statewide—one example being a local business with a successful tobacco-free element in its wellness program. We will identify and create content for key health- and insurance-related newsletters. And we will search for speaking opportunities for TFN staff/partners where a professionally produced digital presentation can be utilized.
- **Web Presence** – We will provide recommendations for online content targeted at the general smoker/nonsmoker audience statewide. (Development of the online presence cannot be provided with the given budget.) Viewers will need easy-to-follow information readily available. In addition, actionable items—such as sample letters to the editor and resources such as emails and newsletter articles to approach human resources with—will be provided to help them feel empowered and able to create change. The existing What's Tobacco Costing Nebraska? infographic would be a great addition as well. This information can be housed on the DHHS website, and we will provide options for a unique URL to direct viewers to the information.
- **Social Media** – Given the business owner audience, we will encourage a presence on LinkedIn. To provide topic-specific and interesting content, we will develop a graphical video based on the existing infographic and promote it on social media outlets. Also, paid social media outreach such as ads and promoted posts on LinkedIn, Facebook, and Twitter will be incorporated.

Barriers...

Five primary barriers have been identified for this project:

- Similar messages are coming from other health advocacy groups. The audience may be desensitized to these messages, given their prevalence in the media over the years.
- There could also be a lack of concern among the general public regarding these issues.
- The four core messages have different audiences, creating significant segmentation.
- This information would be coming from a government entity.
- The budget is limiting, particularly considering the different messages and the statewide reach.

Budget...

The breakdown is as follows:

- \$7,000 for production. (A production budget can include work such as creative development, graphic design, messaging, video/audio production, printing, and Web development.)
- \$18,000 for implementation. (An implementation budget can include work such as media planning/buying/trafficking, public relations, media training, and social media management.)

Scenario #3:

As the prevalence and popularity of e-cigarettes grows, it is vital to begin educating potential users about the facts of these products—particularly as they relate to tobacco cessation. Because there is little to no awareness regarding the facts, it's important to start with the basics, providing a solid knowledge base before delving into more involved ideas/tactics.

Target Audience

The primary audience for this effort includes current smokers, particularly those looking to quit.

Tactics

Our approach includes a mix of public relations efforts and supporting marketing strategies:

- Conducting secondary research to gain better understanding of e-cigarettes and surrounding issues, developing a plan, and defining messaging.
- Pitching stories that enable local experts to comment on the facts about e-cigarettes.
- Writing social media posts that deliver specific facts on e-cigarettes.
- Developing talking points for TFN staff and other advocates who may field questions regarding e-cigarettes.
- Creating content to be placed in key health-related newsletters.
- Finding advocates who have tried e-cigarettes and arranging for them to blog about their experience.
- Designing an infographic that delivers the message in a straightforward and visually appealing manner.

Barriers

Five primary barriers have been identified for this project:

- There is a lack of knowledge—among the target audience as well as the health community—due to the limited amount of research and history of this fairly new product.
- e-cigarettes are seen as a more socially acceptable replacement for traditional cigarettes.
- The target audience of current smokers may be resistant to the messaging.
- Currently, there is no existing message or supporting research from the CDC to build upon.
- We have yet to build a solid understanding of the level of knowledge the target audience has in relation to e-cigarettes.

Budget...

The breakdown is as follows:

- \$5,000 for production. (A production budget can include work such as creative development, graphic design, messaging, video/audio production, printing, and Web development.)
- \$2,000 for evaluation. (An evaluation budget can include work such as primary research—both qualitative and quantitative—and secondary research that is generally national rather than state-specific.)
- \$18,000 for implementation. (An implementation budget can include work such as media planning/buying/trafficking, public relations, media training, and social media management.)

e. Deliverables and Due Dates

Planning

Planning deliverables include development of strategic media and public relations plans as well as negotiation and coordination with media outlets and potential vendors. Ongoing consultation and meeting times with TFN including quarterly brainstorming meetings, plus development of all necessary reports and documentation (ledger) and communication to TFN is also part of the planning category.

Preliminary planning has been conducted for the media and public relations campaigns and will be verified and fine-tuned with TFN input upon the contract date. The media mix, the corresponding production elements, and the scope of evaluation will be established within ten working days after the initial meeting to collect TFN input and feedback. Client communications, regular meetings, and documentation will be conducted on an ongoing basis throughout the campaign.

Production

Production deliverables include copywriting, design, Web programming, photography, video, and creative development of all communication tactics associated with the campaign. This includes the creation of new campaign materials and tagging, customizing, or updating existing materials. Cost estimates, creative briefs, and proposed timelines will be provided on all production projects for TFN approval.

Snitily Carr will provide a proposed timeline to TFN for all newly proposed production elements—such as development of the smartphone app and creation of additional materials using the origami creative. The use of existing creative provides the opportunity to begin the campaign as early as October 2013, and new materials will be created based on timelines agreed upon by TFN.

Implementation and Placement

Implementation deliverables include social media placement and posting; public relations activities; and media services such as placement, trafficking, invoicing, schedule verification, and ongoing communication and coordination with media vendors.

Upon approval of the plan, Snitily Carr will begin implementing media, social media, public relations, and other campaign tactics. This will be an ongoing process, and constant evaluation and verification will be conducted throughout the campaign. Implementation of the campaign will begin within two days of TFN's approval of the plan and will occur approximately from mid-October 2013 through June 30, 2015.

Evaluation

Evaluation deliverables include monitoring and analysis of website traffic to ensure search efforts and keywords are performing and monitoring, tracking, and reporting on the various social media outreach. Snitily Carr will confirm the evaluation scope and methodology with the TFN team in the planning process. Once this process is agreed upon, evaluation findings and reports will be shared with TFN throughout the length of the campaign.

COST PROPOSAL REQUIREMENTS

2007 82.8% of Nebraska homes have
smoke-free rules, up from 71.1% in 2000.

2008 The Nebraska Clean
Indoor Air Act is passed.

2006 The Nebraska Tobacco
Quitline is introduced.

B. Cost Proposal Requirements

1. PRICING SUMMARY

The cost for this campaign is outlined based on the following categories of work:

Planning – The planning category includes strategic planning time, ongoing consultation and meeting time with the client, media planning time, and administrative duties (phone calls, faxes, emails, etc.) associated with negotiating and coordinating with media outlets and potential vendors. Providing the necessary reports and documentation (ledger) and communication to TFN is also included. Snitily Carr proposes using 2.6% of the budget for planning.

Planning Budget: \$15,750

Production – The production category includes copywriting, design, Web programming, photography, video, and creative development of communication tactics. Hard costs associated with the creation of messages such as props, postage, and talent or royalty fees for any MCRC messages used will also be applied to the production category. No markups will be applied to any of these fees. We propose using 4.2% of the budget for production elements. As noted earlier, a \$25,000 credit will be provided for production services (not including hard costs), resulting in a \$50,000 value for this category.

Production Budget: \$25,000

Implementation – Activities associated with implementation include social media; public relations; and media placement, trafficking, invoicing, and verification of schedules. Also included is ongoing communication and coordination with media outlets. Snitily Carr will receive the standard 15% commission for recognized agency placement of traditional media, and social media advertising placement will be provided at the hourly media rate. We propose dedicating 88.2% of the budget to this category.

Implementation Budget: \$529,250

Evaluation – Evaluation activities include monitoring and analysis of website traffic to ensure search efforts and keywords are performing as well as monitoring, tracking, and reporting on the various social media outreach. No costs associated with vendors and monitoring software will be marked up. We propose applying 5% of the budget to evaluation.

Evaluation Budget: \$30,000

Total Campaign Cost: \$600,000*

*With Snitily Carr's \$25,000 production credit for TFN, the actual value of the campaign is \$625,000. Based on our history of achieving extensive bonus and value-added opportunities as well as our average in-kind time to TFN, the value of the campaign will be extended well beyond the \$600,000 budget.

2. PRICES

The following services will be provided at the accompanying hourly rates. Snitily Carr will provide up-front cost estimates for TFN's review and approval prior to beginning any project work.

Project Management	\$95/hour
Copywriting	\$95/hour
Creative Services	\$95/hour
Graphic Design	\$95/hour
Public Relations	\$95/hour
Media – Hourly	\$95/hour
Media – Commissionable	15%
Illustration	\$100/hour
Non-Linear Audio Editing	\$100/hour
Web/HTML Programming	\$105/hour
Consulting	\$110/hour
Video Still Photography	\$110/hour
Strategic Planning	\$125/hour
Linear Video Editing	\$125/hour
Video Motion Graphics	\$125/hour
Non-Linear Video Editing	\$175/hour
Video Shooting (Three-Person Crew)	\$225/hour

PAYMENT SCHEDULE

2009 Legislation grants the FDA regulatory authority over tobacco products.

2011 The Smoke-Free Housing campaign rolls out statewide.

2010 TFN's Smoke-Free Counter launches on Facebook.

C. Payment Schedule

Snitily Carr understands that, in accordance with this RFP, the State will only pay the contractor (Snitily Carr) when the terms and conditions of the contract have been approved, fully completed, and fulfilled on the part of the contractor to the satisfaction of the State.

Snitily Carr accepts the payment schedule as outlined in the table below.

Initial Contract Period:

Quarter	Time Period	Due to TFN No Later Than:
1	10/1/13 – 12/31/13	1/31/14
2	1/1/14 – 3/31/14	4/30/14
3	4/1/14 – 6/30/14	7/31/14
4	7/1/14 – 9/30/14	10/31/14
5	10/1/14 – 12/31/14	1/31/15
6	1/1/15 – 3/31/15	4/30/15
7	4/1/15 – 6/30/15	7/31/15
First One-Year Renewal (If Any):		
1	7/1/15 – 9/30/15	10/31/15
2	10/1/15 – 12/31/15	1/31/16
3	1/1/16 – 3/31/16	4/30/16
4	4/1/16 – 6/30/16	7/31/16
Second One-Year Renewal (If Any):		
1	7/1/16 – 9/30/16	10/31/16
2	10/1/16 – 12/31/16	1/31/17
3	1/1/17 – 3/31/17	4/30/17
4	4/1/17 – 6/30/17	7/31/17
Third One-Year Renewal (If Any):		
1	7/1/17 – 9/30/17	10/31/17
2	10/1/17 – 12/31/17	1/31/18
3	1/1/18 – 3/31/18	4/30/18
4	4/1/18 – 6/30/18	7/31/18

APPENDICES

2012

The CDC launches the first-ever paid national tobacco education campaign—Tips From Former Smokers.

2013

An increase to the tax on tobacco is proposed.

2011

19% of Nebraska high school students have used tobacco in the last month, down from 28% in 2005.

Appendix A: Form A Bidder Contact Sheet

Request for Proposal Number 4430Z1

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information

Bidder Name:	Snitily Carr
Bidder Address:	300 South 68th Street Place Lincoln, NE 68510
Contact Person & Title:	Mike Losee, Director of Healthcare Marketing
Email Address:	mike@snitilycarr.com
Telephone Number (Office):	402.489.2121
Telephone Number (Cellular):	402.617.6669
Fax Number:	402.489.2727

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information

Bidder Name:	Snitily Carr
Bidder Address:	300 South 68th Street Place Lincoln, NE 68510
Contact Person & Title:	Mike Losee, Director of Healthcare Marketing
Email Address:	mike@snitilycarr.com
Telephone Number (Office):	402.489.2121
Telephone Number (Cellular):	402.617.6669
Fax Number:	402.489.2727

Appendix B: Creative Brief

Submitted on the following page.



Job Specifications Sheet

Version 3 (2/28/12)

Press F1 for Help

Account Director: Tina Reeves

Estimate Due Date: _____

Client/Division: _____

Client Contact: _____

Project Name: _____

Project Description: _____

Elements: _____

Budget Range/Options/Notes: _____

adprom to date: _____

adprom min: _____

Due Date: _____

Estimated Start Date: _____

Additional Timeline Considerations: _____

Deliverables: _____

Target Audience(s): _____

Goal(s) and Objective(s): _____

Primary Message and/or Creative Treatment: _____

Related Projects: _____

Specifications and Requirements: _____

Attachments: _____

Additional Information: _____

